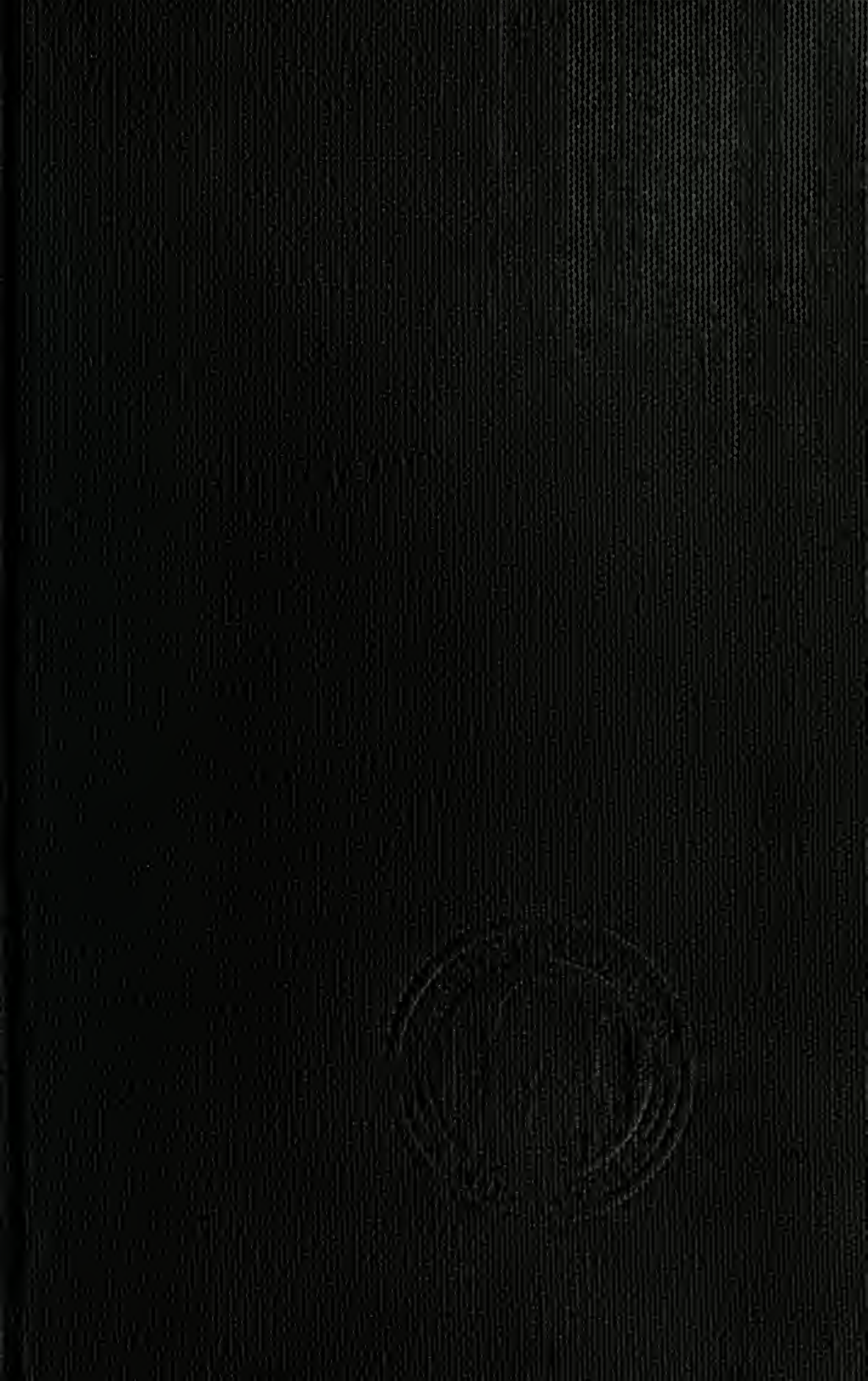

Missouri, Kansas & Texas

Railway System.

CONTRACTS.

DECEMBER 31st, 1895.

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Boonville Bridge

Lease

OF

May 1st, 1873,

AND AMENDMENTS OF SEPTEMBER 8, 1873, AND JANUARY 31, 1882,

—BETWEEN—

Boonville Railroad Bridge Company

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Boonville Railroad Bridge Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering Lease of Boonville Bridge.

DATE: May 1st, 1873.

PERIOD: Corporate existence of Boonville Railroad Bridge Company.

TERMS; $70,000 annually for interest, payable semi-annually, and $10,000 yearly into sinking fund.

In case the earnings in any one year do not equal operating, maintenance and fixed charge expenses, such deficit shall be paid to Missouri, Kansas & Texas Railway Company out of subsequent earnings.

In case the earnings in any one year exceed the operating, maintenance and fixed charge expenses, such excess shall accrue to the Boonville Railroad Bridge Company.

This Indenture of Lease, made and entered into on the first day of May, One thousand eight hundred and seventy-three, by and between the BOONVILLE RAILROAD BRIDGE COMPANY, a corporation duly created and organized under and by virtue of the laws of the State of Missouri, with certain rights, powers and franchises, conferred by an Act of Congress, approved May 11, 1872, entitled "An Act to authorize the construction of a bridge across the Missouri River at Boonville, Missouri," party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation duly created and organized under and by virtue of the laws of the State of Kansas, party of the second part.

WITNESSETH:

First:—That the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned and contained, and by the party of the second part to be fully paid, kept and performed, doth hereby demise, rent and lease unto the said party of the second part, its successors and assigns,

ALL AND SINGULAR, the Bridge of the said party of the first part, over the Missouri River, from a point in or near the City of Boonville, in the County of Cooper, in the State of Missouri, to a point in or near the town of Franklin, in the County of Howard, in said State, which the said party of the first part is authorized to construct and maintain, under and by virtue of the laws of Missouri and the Act of Congress aforesaid, together with the approaches thereto on either side, and the appurtenances thereto belonging, including all parts and portions of the said bridge now constructed, or hereafter to be constructed, and the lines and tracks required to perfect the said bridge, its approaches and appurtenances, with all the foundations, masonry, abutments, piers, draws, engines, embankments, materials, structures, lands, rights of way and property of every kind whatsoever, whether real or personal, belonging to the said party of the first part.

And also all incomes, tolls and rents to be had, levied and derived from the said described and demised premises, and the using thereof; and all the rights, powers, privileges and franchises of the said party of the first part therein or thereunto belonging.

6

TO HAVE AND TO HOLD the said described and demised premises, with all the privileges and appurtenances thereto belonging unto the said party of the second part, its successors or assigns, for and during the whole time, term and period of the corporate existence of the said party of the first part, at and for the annual rent of Seventy thousand dollars, in gold coin of the United States, such sums to be paid by the party hereto of the second part, in the manner hereinafter provided.

Second:—And the said party of the first part hereby covenants and agrees to and with the said party of the second part that during all the period for which said party of the first part is by law created a corporation, it will, from time to time, continue to elect the proper officers, and to do and perform whatever may be necessary or proper to be done and performed by law to keep its corporate existence and organization complete and perfect, and to preserve, protect and defend its corporate powers, immunities, rights and franchises.

Third:—And whereas the said party of the first part has issued its bonds, bearing even date herewith, for the sum of One thousand dollars each, payable in gold coin of the United States, on the first day of May, One thousand nine hundred and six, amounting to the aggregate principal sum of one million dollars, numbered consecutively from 1 to 1,000, both inclusive, with interest thereon at the rate of seven per cent. per annum, payable in like gold coin at the office or agency of the said party of the first part, in the City of New York, on the first days of May and November in each year, upon the presentation and surrender of the coupons attached to said bonds as they severally become due. And whereas, the payment of the principal and interest of said bonds is secured by a trust deed or mortgage bearing even date herewith, executed and delivered by the party of the first part to the Union Trust Company of New York, conveying the above described and demised property and premises, in and by which said trust deed or mortgage it is agreed that for the purpose of providing a sinking fund for the redemption of the bonds secured thereby, the party of the first part shall pay or cause to be paid to the said Union Trust Company of New York, its successor or successors in the trust, on the first day of May, One thousand eight hundred and seventy-six, a sum equal to one per cent. in gold coin, of the aggregate principal of the bonds aforesaid, and shall also pay in gold coin, in addition thereto, to said Trust Company, its successor or successors, on or before the first day of May

in every year thereafter, a like sum of one per cent., and also interest at the rate of seven per cent. per annum, upon all payments theretofore made into said sinking fund.

And whereas, the party of the second part has by its certain agreement indorsed upon said bonds, guaranteed the payment of the principal thereof, and the several interest coupons thereto attached, and of the annual payments into said sinking fund, and has agreed to pay the said several sums at maturity:

NOW, THEREFORE, the said parties of the first and second parts hereto, do hereby mutually agree, that all payments made by said party of the second part, pursuant to its guaranty aforesaid, for interest upon the bonds aforesaid, shall be taken and deemed to be payments in lieu and in full of the rent herein reserved, and shall be so accepted in full discharge thereof.

And that in default of the payment of the said interest coupons by the said party of the second part, as they severally become due, the said party of the second part shall pay to the said party of the first part, the annual rent hereby reserved, as follows, to wit: the said sum of seventy thousand dollars in gold coin aforesaid, in equal semi-annual payments of thirty-five thousand dollars each, at the office of the treasurer of the party of the first part, in the City and State of New York, on the first days of November and May in each and every year from and after the date of these presents.

And it is understood and agreed by and between the parties hereto, that for all payments into said sinking fund, or of the principal of said bonds made by the party of the second part, pursuant to its agreement and guaranty aforesaid, the said party of the second part shall have a lien upon the said bridge and property herein described and hereby demised, to the extent of such payments and the interest thereon, and shall be reimbursed for such payments and interest out of the use, rents, tolls, income and emoluments of said bridge, and after the payment and discharge of said bonds in full, and of the amount of said lien of the said party of the second part, the said party of the second part shall pay to the said party of the first part, for the remainder of said term such an annual rent as shall thereupon be agreed upon.

Fourth:—The said party of the second part shall also pay unto the said party of the first part, all the necessary and proper costs and expenses for keeping and maintaining the corporate organization of the said party of the first part, and of having and retaining the officers and employees required to do and perform

the things required to be done to maintain such organization, and to defend, preserve and maintain the corporate rights and interests of the said party of the first part, as well as the proper costs and expenses of maintaining and transacting the business of said party of the first part with its shareholders, and with the party of the second part, and all other needful business of the said party of the first part.

Fifth:—And the said party of the second part doth further covenant and agree to and with the said party of the first part, that the said party of the second part will, during the continuance of this lease, use and operate the said bridge and the said demised

premises and appurtenances for the business and purposes for which the same are constructed, and in such sufficient manner as to satisfy the lawful and reasonable demands of the public, and will also fulfill and perform all the requirements which now are, or which hereafter may be imposed upon the said party of the first part, in respect to the said demised premises by the laws of the United States, and especially of the Act of Congress aforesaid, or of the State of Missouri, now existing, or which may hereafter be enacted; and will pay all the costs and expenses of superintendence of said demised premises and of the business thereof, and will also pay all taxes and assessments of every kind which may be lawfully levied, imposed, or assessed upon the said party of the first part, or its shareholders, on account of said demised premises, or upon the business or earnings thereof, or otherwise, howsoever, under or by virtue of any law of the State of Missouri, or of the United States.

Sixth:—The said party of the second part hereby further covenants and agrees to and with the said party of the first part, that it will, at its own proper cost and charges, make all addition to and change in the said bridge, premises and appurtenances hereby demised, as may be necessary and proper to strengthen, fortify and maintain the same, or any part or parcel thereof, and to fulfill all legal requirements, which may now exist, or be hereafter adopted, touching or affecting the said demised premises, or the using thereof, and that the said party of the second part shall and will, from time to time, and at all times hereafter, during the term hereby created, at its own proper cost and charge, fully repair, support, maintain, replace and renew the said bridge and premises hereby demised, and keep the same in complete and perfect order.

Seventh:—It is understood by and between the parties hereto that this lease is made subject to the terms, conditions and provisions contained in the trust deed or mortgage, bearing even date herewith, hereinbefore mentioned, and that the estate and rights of the party of the second part in the premises are determinate and dependent upon the express condition that the said party of the second part shall assume, and does hereby assume and covenant to fulfill and observe all the duties, covenants and obligations of the party of the first part, in or under the said trust deed or mortgage, and that if the said party of the second part shall neglect to observe and perform any or either of the covenants and obligations contained in the said trust deed or mortgage, or in this Indenture of Lease, then, and in every such case, these presents and the estate and right of the party of the second part shall, at the option of the party of the first part, or of the trustee in said deed of trust or mortgage, be absolutely void and determined, and the said party of the first part, or said trustee, may at any time thereafter, and while such neglect or default continues, without notice or demand, enter into or upon said premises, and recover, possess or repossess the same.

Eighth:—It is further covenanted and agreed by and between the parties hereto, that for the further security of the payment of the rent herein reserved, and of the other sums which the said party of the second part has undertaken to pay as aforesaid, the said party of the second part shall keep a special account of all tolls, receipts, income or other emoluments derived from the transportation of passengers and freight over said bridge, or the use thereof for passengers or traffic, and shall render monthly accounts thereof to the party of the first part, showing the amount of such tolls, receipts, or income, and also the amount expended in the repair, maintenance and operation of said bridge, its structures and appurtenances, and all the said tolls, receipts or income not so expended shall be held as a trust fund for the payment of any and all sums which the said party of the second part has covenanted and agreed to pay, as aforesaid, and shall, upon demand, be paid over to the Union Trust Company of New York, as Trustee, to be applied in payment of such sums.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, and the said party of the second part has also caused its corporate seal

to be affixed hereto, and the same to be attested by the signatures of its Vice-President and Secretary, pro tem, the day and year first above written.

BOONVILLE RAILROAD BRIDGE COMPANY.

[SEAL.] By FRANCIS SKIDDY,

President.

Attest:

J. H. FAIRBANKS,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

[SEAL.] By GEORGE DENISON,

Vice-President.

Attest:

W. B. HENSON,

Secretary, pro tem.

STATE OF NEW YORK,
City and County of New York. } ss.

BE IT REMEMBERED, that on this 14th day of May, A. D. 1873, before me, Charles Nettleton, a Commissioner of the State of Missouri, in and for the State of New York, residing in said City of New York, personally appeared Francis Skiddy the President of the Boonville Railroad Bridge Company, and J. H. Fairbanks, the Secretary of the same Company, to me respectively personally known to be such, who, being by me severally duly sworn, did depose and say: That he, said Francis Skiddy, resided in said City of New York: that he, said J. H. Fairbanks, resided in said City of New York: that he, said Francis Skiddy, was the President, and he, said J. H. Fairbanks, was the Secretary of the said Company: that they know the corporate seal of said Company: that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Francis Skiddy and J. H. Fairbanks, signed their names thereto by like order as President and Secretary of said Company, respectively.

And the said Francis Skiddy and J. H. Fairbanks also severally acknowledged to me that they had executed the foregoing instrument for the uses and purposes therein mentioned, and that the same was their own act and deed, and the act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and and fixed my official seal this fourteenth day of May, A. D. 1873.

CHARLES NETTLETON,

[SEAL.] Commissioner for Missouri in New York.
117 Broadway, N. Y. City.

STATE OF NEW YORK, }
City and County of New York. } ss.

BE IT REMEMBERED, that on this 14th day of May, A. D. 1873, before me Charles Nettleton, a Commissioner of the State of Missouri, in and for the State of New York, residing in said City of New York, personally appeared George Denison, the Vice-President of the Missouri, Kansas and Texas Railway Company, and W. B. Henson pro tem Secretary of the same Company, to me respectively personally known to be such, who, being by me severally duly sworn did depose and say: That he, said George Denison, resided in said City of New York: that he said W. B. Henson, resided in the City of Brooklyn, in the State of New York: that he, said George Denison, was the Vice-President, and he said W. B. Henson, was the pro tem Secretary of the said Company: that they know the corporate seal of said Company: that the seal affixed to the foregoing instrument is such corporate seal: that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said George Denison and W. B. Henson, signed their names thereto by the like order as Vice-President and Secretary pro tem. of said Company, respectively. And the said George Denison and W. B. Henson also severally acknowledged to me that they had executed the foregoing instrument for the uses and purposes therein mentioned, and that the same was their own act and deed, and the act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this fourteenth day of May, A. D. 1873.

CHARLES NETTLETON,

Commissioner for Missouri in New York.
117 Broadway, N. Y. City.

12

This Indenture made and entered into on this eighth day of September, One thousand eight hundred and seventy-three, by and between the BOONVILLE RAILROAD BRIDGE COMPANY, party of the first part, and the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, party of the second part.

WHEREAS, a certain Indenture of Lease was made and entered into between the parties hereto, bearing date the first day of May, One thousand eight hundred and seventy three, whereby the said party of the first part, in consideration of the rents, covenants and agreements therein reserved, mentioned and contained, did thereby demise, rent and lease unto the said party hereto of the second part, its successors and assigns, all and singular the bridge of the said party of the first part over the Missouri River from a point in or near the City of Boonville, in the County of Cooper, in the State of Missouri, to a point in or near the town of Franklin, in the County of Howard, in said State which the said party of the first part hereto, and to said Indenture of Lease was authorized to construct and maintain under and by virtue of the laws of Missouri, and a certain Act of the Congress of the United States approved, May 11th, 1872, entitled, "An Act to authorize the construction of a bridge across the Missouri River at Boonville, Missouri", together with the approaches thereto on either side, and the appurtenances thereto belonging, including all parts and portions of the said bridge constructed or to be constructed, and the lands and tracks required to perfect the same, its approaches and appurtenances with all the foundations, masonry, abutments, piers, draws, engines, embankments, materials, structures, lands, rights of way and property of every kind whatsoever, whether real or personal, belonging to the said party of the first part, and also all income, tolls and rents to be had, levied and derived from the said described and demised premises and the using thereof, together with all the rights, powers, privileges and franchises of the said party of the first part hereto and to said Indenture of Lease therein or thereunto pretaining.

AND WHEREAS, among the terms and provisions in the said Indenture of Lease contained, the "Third" and "Eighth" clauses thereof are in the words following, to wit:-

"*Third:*—And whereas, the said party of the first part has issued its bonds bearing even date herewith for the sum of one thousand dollars each, payable in gold coin of the United States, on the first day of May, one thousand nine hundred and six, amounting to the aggregate principal sum of one million dollars, numbered consecutively from 1 to 1000, both inclusive, with interest thereon at the rate of seven per cent. per annum, payable in gold coin, at the office or agency of the said party of the first part, in the City of New York, on the first days of May and November in each year, upon the presentation and surrender of the coupons attached to said bonds as they severally become due. And whereas, the payment of the principal and interest of said bonds is secured by a trust deed or mortgage, bearing even date herewith, executed and delivered by the party of the first part to the Union Trust Company of New York, conveying the above described and demised property and premises, in and by which said trust deed or mortgage it is agreed, that for the purpose of providing a sinking fund, for the redemption of the bonds secured thereby, the party of the first part shall pay or cause to be paid to the said Union Trust Company of New York, its successor or successors in the trust, on the first day of May, One thousand eight hundred and seventy six, a sum equal to one per cent. in gold coin of the aggregate principal of the bonds aforesaid, and shall also pay in gold coin in addition thereto, to said Trust Company, its successor or successors, on or before the first day of May in every year thereafter, a like sum of one per cent. and also interest at the rate of seven per cent. per annum, upon all payments theretofore made into said sinking fund. And whereas, the party of the second part has by its certain agreement indorsed upon said bonds, guaranteed the payment of the principal thereof, and the several interest coupons thereto attached, and of the annual payments into said sinking fund, and has agreed to pay the said several sums at maturity.

Now, therefore, the said parties of the first and second parts hereto, do hereby mutually agree that all payments made by said party of the second part, pursuant to its guaranty aforesaid, for interest upon the bonds aforesaid, shall be taken and deemed to be payments in lieu and in full of the rent herein reserved, and and shall be so accepted in full discharge thereof. And that in default of the payment of the said interest coupons by the said party of the second part, as they severally become due, the said party of the second part shall pay to the said party of the first part, the annual rent hereby reserved, as follows, to wit: the said sum of seventy thousand dollars in gold coin aforesaid, in equal

"semi-annual payments of thirty-five thousand dollars each, at the "office of the treasurer of the party of the first part, in the City "and State of New York, on the first days of November and May "in each and every year from and after the date of these presents.

"And it is understood and agreed by and between the parties "hereto, that for all payments into said sinking fund, or of the principal "of said bonds made by the party of the second part, pursuant to its "agreement and guaranty aforesaid, the said party of the second "part shall have a lien upon the said bridge and property herein "described and hereby demised, to the extent of such payments "and the interest thereon, and shall be reimbursed for such pay- "ments and interest out of the use, rents, tolls, income and emolu- "ments of said bridge, and after the payment and discharge of said "bonds in full, and of the amount of the said lien of the said party "of the second part, the said party of the second part shall pay to "said party of the first part for the remainder of said term, such an "annual rent as shall thereupon be agreed upon.

"*Eighth*:—It is further covenanted and agreed by and between "the parties hereto, that for the further security of the payment of "the rent herein reserved, and of the other sums which the said "party of the second part has undertaken to pay as aforesaid, the "said party of the second part shall keep a special account of all "tolls, receipts, income or other emoluments derived from the "transportation of passengers and freights over said bridge, or the "use thereof, for passengers or traffic, and shall render monthly "accounts thereof to the party of the first part, showing the "amounts of such tolls, receipts or income, and also the amount "expended in the repair, maintenance and operation of said bridge, "its structures and appurtenances, and all the said tolls, receipts or "income not so expended, shall be held as a trust fund for the "payment of any and all sums which the said party of the second "part has covenanted and agreed to pay, as aforesaid, and shall "upon demand, be paid over to the Union Trust Company of New "York, as Trustee, to be applied in payment of such sums."

AND WHEREAS, negotiations have been had by and between the parties of the first and second parts hereto, whereby they have agreed upon a tariff of tolls for the transportation of passengers and freight over the bridge described in said Indenture of Lease, and in pursuance of such negotiations the parties hereto are desirous of modifying the terms and provisions of said Indenture of Lease and of amending the same by adding thereto a further term or provision.

NOW, THEREFORE, This Indenture witnesseth, That the said party of the second part doth hereby for itself, its successors and assigns further covenant and agree in consideration of the premises and of the sum of one dollar by the party of the first part to the party of the second part in hand paid, the receipt whereof is hereby acknowledged, to pay to the said party of the first part, its successors or assigns, in addition to the rent reserved in and by said Indenture of Lease out of the tolls, receipts, income or other emoluments derived from the transportion of passengers and freight over said bridge, or the use thereof for passengers or traffic, a further annual sum or rent equal to six per cent. of the capital stock of the party of the first part, and that such sum shall be paid in equal semi-annual payments commencing from and after the expiration of six months from the time when the said bridge shall be fully constructed and in operation as certified to by the engineer in charge thereof.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary, and the said party of the second part has also caused its corporate seal to be affixed hereto, and the same to be attested by the signatures of its President and Secretary, the day and year first above written.

BOONVILLE RAILROAD BRIDGE COMPANY.

By FRANCIS SKIDDY,

[SEAL] President.

Attest:

J. H. FAIRBANKS,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

By LEVI PARSONS,

[SEAL] President.

Attest.

H. B. HENSON,

Secretary.

This Indenture made and entered into this thirty first day of January, 1882, by and between the BOONVILLE RAILROAD BRIDGE COMPANY, party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, party of the second part.

WITNESSETH:

WHEREAS, a certain Indenture of Lease was made and entered into between the parties hereto on the first day of May, 1873, whereby the party of the first part in consideration of the rents, covenants and agreements therein mentioned and reserved, did demise and lease unto the party of the second part, its successors and assigns, all and singular the bridge of the said party of the first part over the Missouri River from a point in or near tha City of Boonville, in the County of Cooper, in the State of Missouri, to a point in or near the town of Franklin, in the County of Howard, in said State, together with the property, rights, powers and privileges of every kind and nature thereunto belonging or pretaining, at an annual rental equivalent to the annual interest upon One million of dollars of the mortgage bonds of the said party of the first part, and the annual payment of one per cent. of the amount of said bonds to constitute a sinking fund for their redemption, as by reference to said Indenture of Lease will more fully and at length appear.

And Whereas, a certain other Indenture was made and entered into between the parties hereto, bearing date the 8th day of December, 1873, whereby the terms of said lease of May 1st, 1873, were modified and changed by adding thereto a further term or provision in the words following to wit:

"That the said party of the second part doth hereby for itself, "its successors and assigns, further covenant and agree, in con- "sideration of the premises and of the sum of one dollar by the "party of the first part to the party of the second part in hand "paid, the receipt whereof is hereby acknowledged, to pay to the "said party of the first part, its successors or assigns, in addition "to the rent reserved in and by said Indenture of Lease, out of the "tolls, receipts, income or other emoluments derived from the "transportation of passengers and freight over said bridge or the "use thereof for passengers or traffic, a further annual sum or rent "equal to six per cent. of the capital stock of the party of the first

"part, and that such sum shall be paid in equal semi-annual pay-
"ments commencing from and after the expiration of six months
"from the time when the said bridge shall be fully constructed and
"in operation as certified to by the engineer in charge thereof."

And Whereas, the stockholders of the party of the first part hereto at their annual meeting held on the third day of January, 1882, at which more than two-thirds of the entire capital stock was present, duly and unanimously adopted a resolution of which the following is a copy, viz.:

"Resolved, that the Board of Directors or the Executive
"Committee be and they are hereby authorized and instructed to
"amend the existing lease of the bridge belonging to this Company,
"to the Missouri, Kansas and Texas Railway Company, by fixing
"the annual rental thereof at the net earnings of said bridge, after
"payment of operating expenses and taxes, in lieu of the rental
"now paid."

And Whereas, by Article seventh of said Indenture of Lease of May 1st, 1873, the party of the second part has assumed and and covenanted to fulfill and observe all of the duties and obligations of the party of the first part contained in the trust deed or mortgage given by the party of the first part to the Union Trust Company of New York, dated May 1st, 1873, to secure the One million of dollars of bonds hereinbefore referred to.

And Whereas, the said party of the second part has by its certain agreement endorsed upon said bonds of the party of the first part, guaranteed the payment of the principal thereof and the several interest coupons thereto attached, and of the annual payments into said sinking fund, and has agreed to pay the said several sums at maturity.

And Whereas, the said Railway Company, party of the second part, has agreed to the aforesaid amendment and modification of the existing lease as set forth in this Indenture.

NOW THEREFORE, This Indenture witnesseth, That the parties hereto hereby agree that the provision in said amended or supplemental Indenture of December 8th, 1873, increasing the annual rental of said bridge, is cancelled and annulled to take effect from the first day of January, 1882, and the parties hereto agree that the annual rental thereof shall be and is hereby fixed, from and after the said first day of January, 1882, at a sum equal to the net earnings of said bridge, to be ascertained and paid over to the party of the first part by the party of the second part semi-

annually on the first days of May and November in each year, provided, however, that in case the net or surplus earnings of said bridge in any one year shall not be sufficient to pay the interest and sinking fund of the bonds of said first party, the party of the second part agrees to advance and pay the amount of such deficiency, which advance shall be reimbursed to the party of the second part out of subsequent earnings.

It is understood that the term "net earnings" covers and embraces all surplus income or revenue derived from the operation of the bridge after payment of expenses of operating and maintaining the said bridge, including repairs and renewals, taxes and insurance, and the cost of maintaining the corporate organization of the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed, and the said party of the second part has caused these presents to be signed by its..... and its corporate seal to be hereunto affixed the day and year first above written.

Texas and Pacific

Joint Track Agreement

—OF—

April 1st, 1881,

—BETWEEN—

Texas & Pacific Railway Company,

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Texas & Pacific Railway Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering Joint use of Track between Whitesboro and Fort Worth, 71 miles.

DATE: April 1st, 1881.

PERIOD: 99 Years.

EXPIRES: April 1st, 1980.

TERMS: $600. per mile per annum, and one-half cost of maintenance, including taxes and assessments.

Monthly settlements.

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Agreement, made the first day of April, A. D., 1881, by and between the TEXAS & PACIFIC RAILWAY COMPANY, organized under an act of Congress of the United States, party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, organized under the laws of Kansas, with a right of extension under United States laws through the Indian Territory to and into Texas, and further right of extension through the State of Texas to the Rio Grande under Texas laws, party of the second part.

WHEREAS, the party of the first part, among other property, is the owner of a line of railroad constructed or under construction, extending from Whitesboro, in Grayson County, via Denton, to Ft. Worth, in Tarrant County, a distance of 71 miles, and:

WHEREAS, the party of the second part, an owner of certain railroad properties in Kansas, Missouri and Indian Territory and Texas, is authorized to construct, own and operate an extension of its road from Denison in Grayson County, Texas, via Whitesboro, Ft. Worth, Austin and San Antonio, to the Rio Grande and:

WHEREAS, the interests of both companies will be promoted by the joint use and occupancy of that piece of road already constructed or under construction by the Texas & Pacific Railway Company between Whitesboro and Ft. Worth; which section of road covers a part of the charter line of the party of the second part;

NOW, THEREFORE, this agreement:

WITNESSETH:

FIRST.

That the said party of the first part doth hereby lease and grant to the party of the second part a joint use and occupancy of its said road between Whitesboro and Ft. Worth, with the privilege of running its trains in either direction over said road, and of

collecting the tolls and revenues from freight and passengers transported between Whitesboro and Ft. Worth, and points beyond on its lines in either direction, the said second party to pay as rental for such joint use and occupancy six hundred ($600) dollars per mile per annum, and, in addition thereto, pay one half of the cost of maintenance, including taxes and assessments.

SECOND.

It is understood and agreed between the parties that the said railroad between Whitesboro and Ft. Worth shall be completed by the party of the first part and put in good running order within 90 days from this date, and that it shall be placed in charge of a Superintendent to be agreed upon and appointed by the parties to this agreement, whose duty it shall be to attend to the maintenance of such road, and to establish such police regulations as will be necessary and proper in the handling of trains over said line; and it will be the duty of such Superintendent to examine and certify as to the accuracy of all bills for maintenance and other expenditures for joint account, and all such accounts shall be audited monthly and statements in detail forwarded to each party on or before the twentieth of each month, covering all expenditures and liabilities for joint account up to and including the last day of the preceding month,and all such accounts shall be adjusted and all audited bills paid within ten days after such monthly statement of account shall have been furnished.

THIRD.

It is further agreed to be the true intent and meaning of this agreement that each party shall be placed on an equality in the joint use and occupancy of the road between Whitesboro and Ft. Worth; and that the trains of each party shall be run over the same between said places without interruption.

FOURTH.

It is further agreed that the joint use and occupancy of said line between Whitesboro and Ft. Worth shall commence within ninety (90) days from the date of this agreement, or as soon as said line shall be completed through, in accordance with section two (2) of this agreement, and shall continue for and during the period of ninety-nine (99) years thereafter, and that the rentals specified

in Section First of this agreement shall be paid quarterly by the second party to the party of the first part on the first days of January, April, July and October in each year.

FIFTH.

It is further agreed that in case any dispute shall arise as to the construction of this agreement, the question shall be submitted to arbitrators, one to be named by the President of each party, and if they cannot agree they shall call in a third whose decision shall be final in the matter.

SIXTH.

It is understood that the lessor Company shall not be liable for any of the contracts, defaults or negligence of the party of the second part; and if so held liable shall be entitled to reimbursement, to be paid at the same time and in the same manner as rental, and as a part of the rental.

SEVENTH.

It is further expressly agreed that if the aforesaid rental shall at any time be and remain in default for a period of six months, the lessor company shall be entitled to treat such a default as a breach of condition and to re-possess itself of the property.

Traffic Agreement

(AND JOINT TRACK CONTRACT)

—OF—

SEPTEMBER 1st, 1886,

—BETWEEN—

Missouri Pacific Railway Company,

AND

Receivers, Texas & Pacific Railway.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Missouri Pacific Railway Company,

AND

Receivers, Texas & Pacific Railway.

Covering interchange of traffic and joint use of track between Whitesboro and Fort Worth, 71 Miles.

DATE: August 7th, 1886.

PERIOD: From September 1st, 1886 until terminated by fifteen days' notice, by either party.

TERMS: See Contract.

0

This Agreement, made and entered into this the 7th day of August, 1886, by and between the MISSOURI PACIFIC RAILWAY COMPANY, leased and operated lines, party of the first part, and the Receivers of the TEXAS & PACIFIC RAILWAY, party of the second part, made for the purpose of mutual benefit, and to establish such working arrangements as are required by the business interchanged between the parties hereto, and for such other purposes and for such considerations as are hereinafter enumerated:

WITNESSETH:

ARTICLE I.

Division of Rates.

Section 1.—The transfer charge for crossing all freight over the Mississippi River at St. Louis, Carondelet, and Baton Rouge, and the cost of drayage at New Orleans on export cotton covered by through bills of lading originating at Missouri Pacific stations, to be first deducted as an arbitrary before dividing the through rates.

Section 2.—The rates between Mississippi and Missouri points, Little Rock, Hoxie, Galveston, Houston and places taking those rates on the one hand, and Texarkana, Jefferson, Longview, Mineola, Terrell, Dallas, Sherman, Cisco, Bells, Shreveport, Alexandria, Cheneyville, Baton Rouge, West Baton Rouge, New Orleans, El Paso to Sierra Blanca inclusive, and joint track stations Ft. Worth to Whitesboro inclusive, on the other hand, to be prorated on actual mileage, except that neither line will accept less than fifty miles as a prorating distance,

Section 3.—The rates between St. Louis, Carondelet, Cairo, Columbus, Ky., and other points on the St. L. I. M & S. Ry., taking St. Louis rates and the points hereinafter named in this section, whether shipments are routed via Texarkana or via Denison, will be divided on the following percentages: Local stations on the Trans-Continental Division, Missouri Pacific Railway Company 70 per cent., Texas & Pacific Railway Company 30 per cent. Local stations on Eastern Division of Texas and

Pacific Railway, Missouri Pacific Railway Company 70 per cent; Texas & Pacific Railway 30 per cent. Stations on the New Orleans Division, between Marshall and Cheneyville, Shreveport and Alexandria excepted, Missouri Pacific Railway Company 70 per cent, and Texas & Pacific Railway 30 per cent. Stations on the New Orleans Division south of Cheneyville to Baton Rouge Junction inclusive, Missouri Pacific Company 58 per cent, Texas and Pacific Railway 42 per cent. Local stations on New Orleans Division south of Baton Rouge Junction, actual mileage prorate. Local stations on Rio Grande Division, present percentages from St. Louis, Carondelet, Cairo, Columbus and other points on the St. Louis Iron Mountain & Southern Railway, taking St. Louis rates and routed via Texarkana: When routed via Denison and Ft. Worth, the Texas & Pacific Railway to accept 4/5 of their percentage, via Texarkana.

Section 4.—The present percentages to be used in dividing rates between Kansas City and all local stations on the Texas & Pacific Railway, and such percentages will also apply to all points on the Missouri Pacific and Missouri, Kansas & Texas lines, west and south of St. Louis, north to Hannibal inclusive, south to Vinita and points on other divisions of the Missouri Pacific and Missouri, Kansas & Texas Lines, to and from which Kansas City-Texas tariff rates are applied, and also points north of Kansas City to Omaha inclusive. The Kansas City percentages will also apply to the proportion accruing south of Atchison on all through rates between points on the Texas & Pacific Railway and points of the Central Branch, Union Pacific Railway.

Section 5.—The present percentages will be used in dividing rates between Little Rock or Hoxie, and all Texas & Pacific local stations with a minimum of 35 per cent. for the Texas & Pacific Railway.

Section 6.—The present percentages will be used in dividing rates between Galveston or Houston and all Texas &Pacific local stations with a minimum of 30 per cent. for the Texas & Pacific Railway.

Section 7.—The present percentages will be used in dividing rates between New Orleans and the Missouri Pacific local stations with a minimum of 30 per cent. for the Missouri Pacific Company, except rates between New Orleans and stations on the Central Branch, Union Pacific Road, where the percentages named in this clause will apply to the proportion accruing south of Atchison.

Section 8.—The rates between New Orleans, Cheneyville and Alexandria, on the one hand, and Hearne, Milano, Jacksonville, Tyler, Alvarado, Waco, Temple, Belton, Austin, San Antonio, Laredo, Denison and McKinney, on the other hand, to be prorated on actual mileage, with a minimum prorating distance for each company of fifty miles.

Section 9.—The present percentages to be used in dividing the rates between Alexandria and Cheneyville and Missouri Pacific local stations with a minimum of 35 per cent. for the Missouri Pacific Company, except rates between Alexandria or Cheneyville, and stations on the Central Branch of the Union Pacific Road, where the percentages named in this clause will apply to the proportion accruing south of Atchison.

Section 10.—The rates charged by the Texas & Pacific Railway between Texarkana and Jefferson, on business interchanged between the Iron Mountain and East Line Roads, between Texarkana and Longview Junction on business interchanged between Iron Mountain and International & Great Northern roads, and between Longview Junction and Jefferson, on business interchanged between the International & Great Northern road and East Line road, shall be five cents per hundred pounds, regardless of class.

Section 11.—The rates between Shreveport and stations on the Missouri Pacific lines, not provided for above, to be divided on the present percentages, with a minimum of fifty miles as prorating distance to either line, except that the minimum of the Missouri Pacific Company, for its local stations will be 35 per cent. and further excepting that these percentages apply only to the proportion accruing south of Atchison on through rates to or from points on the Central Branch of the Union Pacific. It is understood that this section only applies to the division of tariffs and agreed rates to and from Shreveport proper, and does not apply to any rates to or from points beyond Shreveport to be deferred until divisions east and west of the Mississippi River, via the Shreveport route, are fixed by the Texas Pacific Association.

Section 12.—The rates between local stations on the lines of the parties to this agreement, not otherwise provided herein, to be divided on actual mileage, with a minimum of fifty miles for each company.

Section 13.—The division of rates between any points not covered by this agreement to be subject to agreement hereafter.

Section 14.—It is understood and agreed that where, in this contract, the distance of fifty miles is stated as being the minimum prorating distance to be used in behalf of any company, such minimum distance shall apply to each particular company forming the Missouri Pacific Railway System over which the freight is hauled.

Section 15.—The division of rates on northbound business originating with lines in the territory not reached by the Texas & Pacific Railway, but connecting with the Missouri Pacific Railway are to be the subject of agreement, from time to time, as it may be necessary, and are excluded from the terms of this agreement.

Section 16.—The supplies and material of either company party to this agreement, hauled by the other, to be exempted from rates named in this contract; it is understood that special rates apply on such shipments.

ARTICLE II.

Division of Traffic and Earnings.

Section 1.—The shipments of cotton originating at Bells, Whitesboro, Jefferson, Longview, Mineola, Ft. Worth, Dallas and Hodge, and shipments of cotton from the Ft. Worth & Denver City road, via Ft. Worth or Hodge, to be physically divided between the parties to this agreement, fifty per cent. to each company.

Section 2.—The revenue from shipments of cotton originating at joint track stations between Hodge and Whitesboro, not including those points, shall be divided equally between the companies after deduction of 30 per cent. for operating expenses, the revenue to be reported by each company per bale, to be the Galveston tariff rate.

Section 3.—In consideration of the above divisions, and the further agreement mutually made between the respective companies to work as heretofore, in so far as they legally can, to the end of sending all the traffic they control over the lines of the system of the other, to or from points reached by the respective systems, in preference to the roads of other companies not parties to this agreement, and a further agreement on the part of each that will not give other connecting lines equal rates and facilities as herein contained for each, without such connecting lines shall pay an equal consideration thereof, and a further agreement

that the business between local stations on the lines of the parties hereto, shall be routed in the same general manner as prior to the Receivership of the Texas & Pacific Railway, except as may be hereafter changed by mutual agreement or by the construction or control by either party hereto, of new roads forming shorter routes, the parties hereto agree to divide as hereinafter provided in this section, the revenue arising from the freight traffic (except cotton) originating at, or destined to the following points: Ft. Worth, Dallas, Sherman, Mineola, Bells, Whitesboro, Hodge, joint track stations between Whitesboro and Ft. Worth, including business interchanged with the Ft. Worth and Denver City road, via Hodge or Ft. Worth and moved to, from or through St. Louis, Carondelet, Hannibal, Higbee, Moberly, Columbus, Ky., Cairo, Little Rock and Hoxie. The earnings of the parties hereto on freight business above described moved between the points herein enumerated, together with the earnings of the Texas & Pacific road, from freight business above described to and from points in Texas named above, received from or delivered to the Vicksburg, Shreveport & Pacific Railway, or other connections at Shreveport, the St. Louis, Arkansas & Texas Railway at Texarkana, and that received from or delivered to its connecting lines at New Orleans, except that freight business having origin or destination at points south of the line of the Memphis & Charleston Ry, between Memphis and Chattanooga, and south of the line from Chattanooga following the south boundary line of the State of North Carolina to the Atlantic Seaboard, that to or from points west or northwest of the line of the Chicago, Burlington & Quincy R'y between Hannibal and Chicago, other than Milwaukee, and that to and from Atlantic Seaboard points moved by the Gulf route via New Orleans or Galveston, shall be divided, after first deducting 40 per cent. for operating expenses for the lines, party to this agreement, carrying the same, to the Missouri Pacific Company, 85 per cent., and to the Texas & Pacific Railway, 15 per cent.

Section 4.—The local earnings derived from freight and passenger business having both origin and destination at stations on the joint line, Whitesboro to Ft. Worth, inclusive, shall be divided fifty per cent. to each of the parties to this agreement.

ARTICLE III.

Joint Track Operation & Expenses.

Section 1.—For the purpose of economical administration and to the end of preventing conflict of authority, it is understood that the operation and management of the joint track shall be

vested with the Missouri Pacific Railway Company, and that such management and operation shall be conducted with due regard to the rights of the Texas & Pacific Railway on such joint track; in so far as the making of rates is concerned, this applies only to the business having origin at joint track stations, except on business originating at Ft Worth or Whitesboro not local to the joint track, Ft. Worth to Whitesboro inclusive, not already provided for in other contracts existing between the respective companies, are to be divided as follows:

Section 2.—The cost of the passenger train in each direction on which the passenger and baggage equipment of the Texas & Pacific Railway is hauled, and with which the Texas & Pacific Railway connect at Whitesboro, to be borne equally. The Texas & Pacific Railway to pay fifty per cent, and the Missouri Pacific Company to pay fifty per cent. It is understood that the passenger equipment and passengers of the Texas & Pacific Railway are to be hauled over the joint track by the Missouri Pacific train, as at present.

Section 3.—The expenses of freight trains over said track to be borne on the basis of the number of cars moved over it for each company. Locomotives to be considered and treated as three freight cars.

Section 4.—The salaries of agents and all other expenses of stations on the joint track, except Ft. Worth, to be divided equally, The Texas & Pacific to pay fifty per cent, and the Missouri Pacific to pay fifty per cent.

Section 5.—The cost for killed and crippled stock, personal injuries, loss or damage by fire, when located as being created by passenger engines, to be divided on the same percentage as the passenger train expenses, as herein provided, and when located as being created by freight engines, to be divided on the same percentage as the freight train expenses, for the month in which the loss occurred. When such losses are unlocated, the cost of the same is to be borne by the respective companies on a percentage equal to the average of the passenger and freight train expense percentages used during the month in which the loss occurred. It is not intended by the above to provide for division of loss or damage from any to company buildings, bridges or other joint track property provided for in the existing contract between the parties hereto for division of maintenance of way expenses on the joint track.

Section 6. The respective companies, for whose account any foreign cars are hauled over the joint track, are to pay the mileage due thereon.

Section 7. The salaries of day operators on the line, Fort Worth to and including Whitesboro, to be borne equally, the Texas & Pacific Railway to pay fifty per cent., and the Missouri Pacific Railway to pay fifty per cent. The salaries of night operators to be paid wholly by the Missouri Pacific Company.

Section 8. The salaries and expenses of Train Dispatchers, superintendence and other necessary expenses pertaining to the operation of the joint track, not heretofore or herein provided for, to be mutually agreed upon, but it is understood that the Texas & Pacific Railway shall not pay any portion of the salary and expenses of the General Superintendent under whose charge the joint track may be during the continuance of this contract.

This agreement shall take effect and be in operation September 1st, 1886, and continue thereafter, subject to 15 days notice, in writing, on the part of either party to the other of its desire to terminate or amend the same.

For the MISSOURI PACIFIC RAILWAY COMPANY,

For the TEXAS & PACIFIC RAILWAY,

456740

8

Joint Yard & Station

Agreement

—OF—

March 30th, 1888,

—BETWEEN—

Receivers Texas & Pacific Railway,

AND

Missouri Pacific Railway Company.

40

SYNOPSIS

OF

AGREEMENT

BETWEEN

Receivers, Texas & Pacific Railway,

AND

Missouri Pacific Railway Company.

Covering operation of Joint Yards and Stations at points mentioned.

DATE: March 30th, 1888.

PERIOD: From July 1st, 1887, until terminated by sixty days notice by either party.

TERMS:

	Texas & Pacific	Missouri Pacific
Texarkana	50 per cent.	50 per cent.
Longview Jc.	75 "	25 "
Dallas	50 "	50 "
Fort Worth	50 "	50 "
Denton	$33\frac{1}{3}$ "	$66\frac{2}{3}$ "
Whitesboro	50 "	50 "
Mineola	$33\frac{1}{3}$ "	$66\frac{2}{3}$ "
Bells	50 "	50 "
Jefferson	70 "	30 "

Monthly settlements.

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Memorandum of Agreement, made and entered into this 30th day of March, 1888, for the division of expenses in operation of Joint Yards and Stations at Texarkana, Longview Junction, Dallas, Fort Worth, Denton, Mineola, Whitesboro, Bells and Jefferson, in Texas, and between the Receivers of the TEXAS & PACIFIC RAILWAY, and the MISSOURI PACIFIC RAILWAY COMPANY.

TEXARKANA.

At this Station, that portion of the yard tracks in the State of Texas, are to be maintained by the Texas & Pacific Railway, and all the tracks in the State of Arkansas, are to be maintained by the Missouri Pacific Railway. The station and switching expenses at this point are to be paid jointly; 50 per cent. by the Texas & Pacific Company, and 50 per cent. by the Missouri Pacific Railway Company, as heretofore.

LONGVIEW JUNCTION.

The Texas & Pacific Railway are to pay 75 per cent., and the Missouri Pacific Railway are to pay 25 per cent. of the total sum required for the maintenance and operation of the joint yard and station.

DALLAS AND FORT WORTH.

The Texas & Pacific Railway are to pay 50 per cent., and the Missouri Pacific Railway are to pay 50 per cent. of the total sum required for the maintenance and operation of the joint yards and stations at these points.

DENTON.

This station being on the Joint track, the Texas & Pacific Railway under the Joint track agreement, are to pay one half the station expenses, but as that station is also a junction of the Dallas & Wichita R. R., the proportion of expenses to be charged to the Texas & Pacific Railway, as agreed upon, is $33\frac{1}{3}$ per cent, and the Missouri Pacific Railway is to pay $66\frac{2}{3}$ per cent, of the station expenses.

WHITESBORO

This station being also on the Joint track, the total expenses of running the same shall be paid. 50 per cent, by each company.

MINEOLA.

At this station, as the yards are not joint yards, the Texas & Pacific Railway shall pay $33\frac{1}{3}$ per cent, and the Missouri Pacific Railway $66\frac{2}{3}$ per cent. of the total sum required for the maintenance and operation of the joint station, and each railway shall maintain its own yard tracks.

BELLS.

At this station the yards are not joint, the Texas & Pacific Railway are to pay 50 per cent. of the total sum required for the maintenance and operation of the joint station; each company to maintain its own yards, tracks, &c.

JEFFERSON.

At this station the yards are not joint, the Texas and Pacific Railway is to pay 70 per cent, and the Missouri Pacific Railway is to pay 30 per cent. of the total sum required for the maintenance and operation of the joint station and each company is to maintain its yard tracks, and pay its own yard men.

The Missouri Pacific Railway will have charge of the joint station and its employes at Texarkana, and the expenses of the joint service will be paid as above specified.

The Missouri Pacific Railway will also have charge of the joint station at Mineola; the station yards to be run by, and at the expense of the respective companies owning the same.

The Missouri Pacific Railway will also have charge of the joint station at Bells. There is no joint yard at this station.

The Missouri Pacific Railway will also have charge of the joint station at Denton on the joint track.

The Missouri Pacific Railway will also have charge of the joint station at Whitesboro on the joint track.

The Texas & Pacific Railway will have charge of the joint stations at Dallas and Fort Worth.

The Texas & Pacific Railway will also have charge of the joint stations at Longview Junction and Jefferson.

The expenses of operating the joint stations and yards above specified, will be assumed and settled for by the company having charge of the same, and monthly accounts will be made and rendered by that company, against the other company for its proportion of the said expenses.

All rails, switches or frogs required and used, in the maintenance of tracks within the limits of the joint yards herein specified shall be furnished by, or charged to the company owning those tracks; all other material, including ties, labor, &c. shall be charged in joint account, on the percentages above specified.

The cost of loading all cotton at Dallas or Fort Worth stations shall be paid for by the company shipping such cotton.

All revenue derived from switching service and labor performed for other Railroads than the parties hereto, at any joint station included in this agreement are to be divided between the Receivers of the Texas & Pacific Railway, and the Missouri Pacific Railway on the percentages herein specified, for the several stations.

No rentals are to be charged either company by the other for the use of stations, buildings, or tracks, other than the percentages of maintenance and operation above specified.

Switching engines are to be furnished by the parties hereto in the proportion that they are required to pay for maintenance and operation as above specified, and either Railway furnishing engines in excess of its quota shall receive rental for the use of its engines at the rate of five dollars ($5.00) per day of twelve hours. Bills for such engine service to be rendered monthly.

All general repairs and renewals of such switch engines to be assumed and paid for by the party owning the engines. The ordinary running repairs and damages caused to such switch engines by joint employes shall be treated and paid for in the same manner as any other cases of damage in the joint yard and station service.

All concealed losses to property, and also all damage to cars, also all personal injuries, occurring under the supervision and handling of joint employes, shall be paid for by the parties hereto on the specified percentages. The employes of either companies will only be considered joint employes when their work is confined within the limits of the joint station and yards.

The regular Road Train crews of either party hereto shall not be considered as joint employes within the meaning and intent of this agreement, and all damages and personal injuries caused or done within the limits of the joint yards and stations herein named by the employes of the Texas & Pacific Railway,

or by the employes of the Missouri Pacific Railway, that are not joint employes within the terms of this agreement, shall be paid for by the Railway by which such employes are hired or employed, and such losses shall not be divided or paid for upon the specified station and yard percentages.

This agreement shall take effect March 30th, 1888, and shall continue in full force thereafter, subject to sixty days written notice on the part of either party hereto, to the other party, of its desire to abrogate or amend the same.

It is finally agreed that this agreement shall be retroactive to the first of July, 1887, so far as it relates to the division of expenses between the two parties hereto, for the several stations herein provided for.

THE TEXAS & PACIFIC RAILWAY,

By JOHN A. GRANT,

General Manager.

THE MISSOURI PACIFIC RAILWAY,

By S. H. H. CLARK,

First Vice-President.

Kansas City & Pacific

Lease

—OF—

May 13th, 1890,

—BETWEEN—

The Kansas City & Pacific Railroad Company,

Missouri, Kansas & Texas Railway Company,

Central Trust Company of New York.

48

SYNOPSIS

OF

AGREEMENT

BETWEEN

The Kansas City & Pacific Railroad Company,

Missouri, Kansas & Texas Railway Company,

AND

Central Trust Company of New York.

Covering lease of the Kansas City & Pacific Railroad, Paola to Stevens, 130 miles.

DATE: May 13th, 1890.

PERIOD: 999 years from August 1st, 1890.

EXPIRES: August 1st, 2889.

TERMS: $100,000 annual interest guaranteed, payable semi-annually, February 1st, and August 1st. If one-third of gross earnings exceed annual interest and taxes, such excess shall be paid to Kansas City & Pacific Railroad Company. If less, such deficit shall be charged against excess earnings of subsequent years.

0

This Indenture of Contract and Lease made this 13th day of May, A. D. 1890, by and between THE KANSAS CITY AND PACIFIC RAILROAD COMPANY, a corporation duly created, organized and existing under and by virtue of the Laws of the State of Kansas, and exercising franchises in the Indian Territory, conferred by Act of Congress of the United States, hereinafter called the "Pacific Company," party of the first part: the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, a corporation duly created, organized and existing under and by virtue of the Laws of the State of Kansas, and exercising franchises, conferred by the States of Missouri and Texas and by Acts of Congress of the United States, hereinafter called the "Kansas Company," party of the second part; and the CENTRAL TRUST COMPANY of New York, hereinafter called the "Trust Company," party of the third part, WITNESSETH as follows:

WHEREAS, the Pacific Company has constructed and now owns a line of railway, beginning at the City of Paola, in the State of Kansas, and extending in a general southwesterly direction to Coffeyville, in the State of Kansas, a distance of about one hundred and twenty five (125) miles, and is about to construct under franchises, conferred by Acts of Congress of the United States passed on the 26th day of May, 1888, and the 28th day of March, 1890, an additional five miles of railway or thereabouts into the Indian Territory; and

WHEREAS, the Pacific Company heretofore and on or about the 21st day of May, 1887, made and executed to The Farmers' Loan and Trust Company, in the City of New York, its certain First Mortgage or Deed of Trust, bearing date the said 21st day of May, 1887, to secure an issue of its First Mortgage Coupon Bonds of the denomination of one thousand dollars ($1,000) each, bearing interest at the rate of six (6) per centum per annum payable semi-annually, at the rate of not exceeding seventeen thousand dollars ($17,000) per mile of its railway, constructed and to be constructed, and

WHEREAS, there have heretofore been issued and are now outstanding, under the said mortgage or Deed of Trust, the said First Mortgage Bonds to the amount, at their par value, of two million one hundred and twenty five thousand dollars ($2,125,000) and

WHEREAS, under the terms of a certain contract between the Cherokee Construction Company and the International Construction Company, parties of the first part, the copartnership of Poor & Greenough, parties of the second part, and the Pacific Company, party of the third part, dated the 13th day of May, 1890, to which reference is hereby made, the Pacific Company has covenanted and agreed to extend its railway a distance of five miles or thereabouts into the Indian Territory, which construction shall be subject to the approval of the engineers of the Kansas Company, and to cancel, or cause to be canceled, the said First Mortgage or Deed of Trust, bearing date the 21st day of May, 1887, and all the bonds with their coupons issued thereunder, and to execute a First Mortgage or Deed of Trust to the Central Trust Company of New York, party of the third part hereto, of all its railways and property constructed and to be constructed, including the said five miles of railway or thereabouts, to be constructed into the Indian Territory, as aforesaid, to secure an issue of its First Mortgage Bonds, of the denomination of one thousand dollars ($1,000) each, to the amount at their par value of two million five hundred thousand ($2,500,000) dollars, bearing interest at the rate of four (4) per centum per annum, payable semi-annually both principal and interest, in gold coin of the United States, of or equal to the present standard of weight and fineness, and has covenanted and agreed to issue the said Four (4) per cent. First Mortgage Bonds in lieu of the said outstanding Six (6) per cent. First Mortgage Bonds; and

WHEREAS the Kansas Company has constructed and now owns a system of railways, beginning at the City of Sedalia, in the State of Missouri, extending thence in a general southwesterly direction through the States of Missouri and Kansas and through the Indian Territory, into and through the State of Texas, to the City of Taylor and other terminal points in the State of Texas; and

WHEREAS it is for the interest of the Kansas Company to acquire control of the lines of railway of the Pacific Company for the purpose of obtaining a more direct communication with Kansas City in the State of Missouri, as one of its northern termini;

NOW, THEREFORE, for and in consideration of the sum of one dollar by each of the parties hereto in hand paid to the other, the receipt whereof is hereby acknowledged, and of the mutual covenants hereinafter contained, the parties hereto do hereby covenant and agree, each with the others, as follows, that is to say:

ARTICLE I.

The Pacific Company has granted, demised and leased and by this instrument does grant, demise and lease unto the Kansas Company, its successors and assigns, all and singular its railways, beginning, as aforesaid, in the City of Paola in the State of Kansas and extending thence in a general southwesterly direction a distance of about one hundred and twenty-five (125) miles to its present terminus in Coffeyville, in the State of Kansas, and all other railways and lines of railway, which may hereafter be constructed or acquired by the Pacific Company; and all the lands, tenements, hereditaments, easements and appurtenances belonging, or in anywise appertaining thereto, and all the ways and rights of way, terminals, station grounds, tracks, bridges, viaducts, culverts, fences and other structures, depots, station houses, engine houses, car houses, freight houses, wood houses, elevators, warehouses, machine and repair shops and their equipment, water tank, turntables, superstructures, erections, buildings, fixtures, rails, ties, fastenings, switches, side tracks, machinery, locomotives, cars, rolling stock, equipment, tools and implements, now owned or hereafter acquired by the Pacific Company, and all corporate rights, privileges, immunities and franchises, now held, owned, possessed or enjoyed or hereafter acquired by the Pacific Company, and all other property, real or personal, and property rights, of whatsoever kind or description, now owned, possessed or enjoyed or which may hereafter be acquired by the Pacific Company, meaning and intending hereby not only to grant, demise and lease all the lands, leaseholds, railways, premises and property, real and personal, of whatsoever kind and wheresoever situate, corporate rights, privileges, franchises and immunities, now belonging to the Pacific Company, but also all which may hereafter be in any manner acquired by the Pacific Company, provided, however, that nothing herein contained shall operate to grant, demise or lease, or be construed to include the franchise to be a corporation of the Pacific Company, or the corporators thereof, said franchise to be a corporation being expressly reserved and excepted from this Indenture. A schedule showing the existing rolling stock of the Pacific Company included in the foregoing description is hereto annexed and marked Schedule "A," TO HAVE AND TO HOLD the said demised railways, premises, property, rights, privileges, immunities and franchises, and all the other property, hereinbefore demised, unto the Kansas Company, its successors and assigns, from the first day of August, A. D., 1890, for and during the term of nine hundred and ninety-nine (999) years, next ensuing and fully to be completed and ended, the Kansas Company, its suc-

cessors and assigns, yielding and paying therefor unto the Pacific Company, its successors and assigns, or upon its or their order, in each and every year, during the said term, the rentals hereinafter specified and keeping and performing all and singular the covenants and agreements, hereinafter set forth, to be by the Kansas Company kept and performed, *subject* nevertheless, temporarily, to the lien of the said First Mortgage or Deed of Trust, hereinbefore described, dated the 21st day of May, A. D. 1887, and of the said First Mortgage Six (6) per cent Bonds, issued thereunder, so long as the same shall be a subsisting lien, and, after the cancellation and satisfaction thereof, subject to the said First Mortgage or Deed of Trust, to be made and entered into as aforesaid by the Pacific Company to the Central Trust Company of New York, and of the said Four (4) per cent. Bonds to be issued thereunder for the purpose of retiring the said Six (6) per cent. First Mortgage Bonds, as hereinafter provided.

ARTICLE II.

The Kansas Company, for itself, its successors and assigns, hereby covenants and agrees that it and they shall and will at its and their own cost, risk and trouble, operate the railways hereby demised during the said term of nine hundred and ninety-nine (999) years, and keep and maintain the said railways, premises and property, and the rolling stock and equipment thereof in good and efficient working order, condition and repair, and furnish such other and additional equipment and facilities, as shall be adequate to the transaction of all business that may be offered on said railways, and shall and will undertake and perform towards and for the public as a common carrier all the obligations of the Pacific Company under all present and future laws of the United States and of the State of Kansas and of any other State or Territory, into which the lines of the Pacific Company may hereafter be extended, should they be so extended, and shall and will pay all taxes and other charges upon the railways and property, hereby demised, that may be lawfully assessed or imposed by any State or municipal authority or by the United States.

ARTICLE III.

The Kansas Company hereby further covenants and agrees to collect all revenues, arising from the use and operation of the said railways, premises and property, hereby demised, and to render accounts thereof to the Pacific Company and to make all

reports required by law to be made, and to pay as rental for the said railways, premises and property, hereby demised, to or for the use of the Pacific Company, in each and every year during the said term of nine hundred and ninety-nine (999) years, the following amounts at the following times and places, to wit:

(*a.*) All such charges and expenses as are reasonably necessary to the proper maintenance of the corporate organization of the Pacific Company.

(*b.*) One hundred thousand dollars ($100,000) in semi-annual installments of fifty thousand dollars ($50,000)each, which shall be paid to the Central Trust Company of New York in gold coin of the United States, of or equal to the present standard of weight and fineness, on or before the 1st day of February and August, in each and every year, to be applied by the Trust Company to the payment of the interest upon the said Four (4) per cent. First Mortgage Bonds, to be issued as aforesaid, to the amount at their par value, of two million five hundred thousand dollars ($2.500,000).

(*c.*) In case during the first five years of the term, hereby granted, thirty per centum and thereafter thirty-three per centum of the gross earnings realized by the Kansas Company upon or out of the said railway, premises and property, hereby demised, shall exceed the said sum of one hundred thousand dollars ($100,000) per year, and taxes, and expenses of maintaining the corporate organization, in subdivision (*b*) provided to be paid, the amount of such excess shall be paid annually to the Pacific Company at its office in the City of Parsons, Kansas. And in case the said thirty or thirty three per centum of gross earnings, as the case may be, shall not equal or exceed the said one hundred thousand dollars ($100,000) and taxes, and expenses of maintaining the corporate organization in subdivision (*b*) provided to be paid, then and in that event the difference or deficit, as the same shall appear in any year, shall be a charge upon the said earnings for the next ensuing year and thereafter until said difference or deficit shall be paid and discharged out of the said earnings in full, and the Pacific Company, shall not be entitled to the excess in any year until the said difference or deficit in all previous years shall have been reimbursed in full with interest to the Kansas Company.

ARTICLE IV.

The Kansas Company shall, at all times during the existence of this Indenture, have the exclusive right to use, manage and

control the demised premises and property, to regulate and determine the rates of fare, tolls, rates and charges for transportations of passengers, goods, merchandise and personal property of any kind whatsoever over the whole, or any part of the demised railways, and to collect, adjust and appropriate the same in its own name and for its own purposes as may to its officers and agents seem right and proper, subject to the obligations hereinbefore contained as to the payment of rentals, and the Kansas Company shall be and hereby is invested with all the rights, powers, authority, privileges and immunities of the Pacific Company in respect to the said demised railways, property and franchises in as full and perfect a degree as the Pacific Company has authority to grant the same.

ARTICLE V.

In consideration of the premises the Kansas Company hereby covenants and agrees to endorse and duly execute upon each of the First Mortgage Bonds of the Pacific Company, to be issued and secured by the said First Mortgage or Deed of Trust to the Central Trust Company of New York, which shall be duly and lawfully issued by the Pacific Company, its guaranty for the payment of the semi-annual interest to fall due on said bonds in the form and manner following, to wit:

"For value received, the Missouri, Kansas and Texas Rail-
"way Company hereby guarantees the payment by the Kansas
"City and Pacific Railroad Company of all interest on the within
"bond, according to the tenor of the coupons annexed hereto, as
"they severally become due, and for that purpose hereby covenants
"and agrees with the Kansas City and Pacific Railroad Company
"and the holder of this bond and with the Central Trust Company
"of New York to pay to the Central Trust Company of New
"York, semi-annually, on or before the first day of February and
"August in each year an amount in cash sufficient to pay the
"the interest on all the bonds, issued under the Mortgage or
"Deed of Trust herein referred to, at any time outstanding.

"*IN WITNESS WHEREOF* the said Missouri, Kansas
"and Texas Railway Company has caused its corporate name to
"be signed hereto by its President or Vice-President, and its cor-
"porate seal to be hereunto affixed and attested by its Secretary
"this first day of August, A. D. 1890.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY

[CORPORATE SEAL] By H. K. ENOS,

Attest: President.

H. B. HENSON,

Secretary.

ARTICLE VI.

The Kansas Company shall defend all actions and proceedings of every kind that may be brought against the Pacific Company, after this Indenture of Contract and Lease shall have taken effect, so long as it shall continue in existence, for all causes of action which may arise after the Kansas Company takes possession of the property of the Pacific Company under this Indenture, and shall pay all amounts that may be adjudged or recovered against the Pacific Company and indemnify and save harmless the Pacific Company of and from all claims, demands and causes of action, legal or equitable, that may arise against the Pacific Company by reason of the negligence, default or wrongdoing of the Kansas Company as lessee or against the Kansas Company itself in the exercise of its duties and powers under this Indenture, and during the continuance thereof. But it is understood and agreed that all such charges and expenditures of the Kansas Company shall be charged in the accounts between lessor and lessee as operating expenses, and shall in no event be otherwise charged or accounted for as between lessor and lessee.

ARTICLE VII.

In case the Kansas Company shall at any time during the term of this Indenture fail, refuse or omit to pay the rentals, hereinbefore provided to be paid by it, as and in the manner hereinbefore provided, or shall fail, refuse or omit to keep and perform any of the covenants or agreements on its behalf, hereinbefore provided to be kept and performed, and shall continue in default in the premises for a period of six months, it shall be lawful for the Pacific Company, its successors and assigns, to enter in and upon the railways, premises and property hereby demised, or such as may then be subsisting in their place and stead and be subject to this Indenture, and remove all persons therefrom, and from thenceforth to hold, possess and enjoy the same as of its first and

former estate therein, *provided* however, that the right of re-entry, in this article declared, shall not in any way affect, predjudice or impair any rights or cause of action for specific performance of this Indenture, or for damages for the breach of any covenants herein contained, which might otherwise exist in favor of the Pacific Company, its successors or assigns, and *provided*, further, that at any time within ten years from the exercise of any such right of entry by the Pacific Company, the Kansas Company may reinstate itself in full possession of the said property hereby let and demised and in all respects re-establish its, the Kansas Company's, right of property therein and all the provisions of this lease, on the payment or discharge, by it, the Kansas Company, of all its obligations under this lease in respect to which it shall be in default or incurred by it from and after the period of its default until the time when it sees fit to exercise its right to repossess itself of said property within the said period of ten years.

ARTICLE VIII.

It is hereby mutually covenanted and agreed by and between the Kansas Company and the Pacific Company that, if at any time after this Indenture shall become operative and the Kansas Company shall be in possession of the property of the Pacific Company thereunder any difference shall arise between the two companies as to the manner in which the accounts are kept, with a view of determining whether there be any, and if so what, earnings of the Pacific Company, such difference shall be left to the arbitration of three persons, expert railway officials, one to be appointed by the Kansas Company and one by the Pacific Company and, in the event of their differing, the said two arbitrators shall choose a third, and their decision or the decision of a majority of them shall be conclusive as to past earnings, and shall settle, for the period of six years thereafter, the method of keeping the books as between the two companies.

ARTICLE IX.

At the end of said term, or at the sooner termination of this Indenture, the Kansas Company, its successors and assigns, shall redeliver and surrender up to the Pacific Company, its successors and assigns, the said railways, premises and property, hereby demised, or such as shall then be subsisting in their place, in good order and condition and with such additions and alterations as shall have been made thereto.

ARTICLE X.

The Pacific Company shall and will, from time to time, and at all times hereafter, at the request and cost of the Kansas Company, make, execute and deliver all such other and further instruments and assurances in the law for the further, better and more perfectly insuring the premises, hereby demised, to the use and in the manner aforesaid, according to the true intent and meaning of this Indenture, as by the Kansas Company, or its counsel learned in the law, shall be reasonably devised,advised or required.

ARTICLE XI.

Each and all of the proceding covenants, agreements and stipulations shall mutually bind and inure to the benefit of the Pacific Company and the Kansas Company and their and each of their successors and assigns, but for the further assurance of the Kansas Company the Pacific Company agrees that this Indenture of Contract and Lease shall be duly ratified by a vote of its stockholders representing not less then twenty thousand (20,000) shares of its capital stock, and the Kansas Company agrees that the same shall, upon its part, be duly ratified at its next ensuing annual meeting.

ARTICLE XII.

This agreement and each and every part thereof shall be construed together with, and be deemed part of the said above mentioned agreement of even date herewith, made and executed by and between the Kansas Company, the Pacific Company and the copartnership of Poor & Greenough, and all the provisions of the said last mentioned agreement, or of any contracts or agreements referred to or incorporated therein, so far as the same or any of them, are or may be protective of the interest of the Kansas Company, shall be held and deemed to be a part of this agreement.

ARTICLE XIII.

The Pacific Company hereby covenants and agrees, at the request of the Kansas Company, to extend and build its lines into and through the Indian Territory, conformably with the powers and franchises conferred upon it by the Acts of Congress hereinbefore enumerated, or which may hereafter be conferred upon it by

any Act of Congress or of the Legislature of any State or Territory, at the cost and charge, however, of the Kansas Company, such construction to be in all respects subject to the direction and control of the Kansas Company, provided the same shall be undertaken during the continuance of this Indenture of Contract and Lease.

ARTICLE XIV.

The Trust Company hereby covenants and agrees to accept and receive the said several sums, hereinbefore covenanted to be paid to it by the Kansas Company, to provide for the payment of the interest upon the said Four (4) per cent. First Mortgage Bonds of the Pacific Company, to be issued as aforesaid, and to apply the said sums so received by it to the payment of the interest upon the said bonds, when and as the same shall fall due, according to tenor of the coupons or interest warrants belonging thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be signed by their respective Presidents or Vice-Presidents, and their respective corporate seals to be hereunto attached and attested by their respective Secretaries or Assistant Secretaries, each and all thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of

THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY

[SEAL] By H. K. ENOS,
President.

Attest:
H. B. HENSON,
Secretary.

THE KANSAS CITY & PACIFIC RAILROAD COMPANY,

[SEAL] By R. S. STEVENS,
President.

Attest:
LEE CLARK,
Secretary.

CENTRAL TRUST COMPANY OF NEW YORK,

[SEAL] By E. FRANCIS HYDE,

Second Vice-President.

Attest:

C. H. P. BABCOCK,

Secretary.

STATE OF NEW YORK, }
County of Wyoming } ss:

BE IT REMEMBERED, that on the 14th day of May, A. D. 1890, before me, John V. Barross, a Notary Public in and for the County of Wyoming and State of New York, came R. S. Stevens, President of The Kansas City and Pacific Railroad Company, to me personally known as the President of said Railroad Company, who executed the foregoing instrument, and duly acknowledged the execution of the same as said President for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 30, 1892.

JOHN V. BARROSS,

[SEAL] Notary Public.

STATE OF NEW YORK, }
City and County of New York, } ss:

BE IT REMEMBERED, that on this 15th day of May, A. D. 1890, before me, George W. Weiffenbach, a Notary Public in and for the County of New York and State of New York, personally came H. K. Enos, the President, and H. B. Henson, the Secretary of the Missouri, Kansas and Texas Railway Co., to me personally known as the President and Secretary of the said Railway Company, who executed the foregoing instrument and duly acknowledged the execution of the same as President and Secretary for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 30, 1892.

GEO. W. WEIFFENBACH,

[SEAL] Notary Public (No. 141),
New York County.

STATE OF NEW YORK,
City and County of New York, } ss:

BE IT REMEMBERED, that on this 15th day of May, A. D. 1890, before me, George W. Weiffenbach, a Notary Public in and for the County of New York and State of New York, personally came E. Frances Hyde, the Second Vice-President, and C. H. P. Babcock, the Secretary of the Central Trust Company of New York, to me personally known as the Second Vice-President and Secretary of the said Central Trust Company of New York, who executed the foregoing instrument and duly acknowledged the execution of the same as Second Vice-President and Secretary for the purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires March 30, 1892.

GEO. W. WEIFFENBACH,

[SEAL] Notary Public (No. 141),
New York County.

STATE OF NEW YORK
City and County of New York, } ss:

BE IT REMEMBERED, that on this first day of August, A. D. 1890, before me, Thomas B. Clifford, a Commissioner of the State of Kansas in and for the State of New York, residing in the City of New York came R. S. Stevens, President, and Lee Clark, Secretary, of The Kansas City and Pacific Railroad Company, who are personally known to me to be such President and Secretary,

and to be the same persons, who executed the foregoing instrument in writing as and for The Kansas City and Pacific Railroad Company, one of the parties to said instrument; and they duly severally acknowledged the execution of the same as and for the said The Kansas City and Pacific Railroad Company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the first day of August, A. D. 1890.

THOS. B. CLIFFORD,

[SEAL] Commissioner of Kansas for New York.

STATE OF NEW YORK }
City and County of New York, } ss:

BE IT REMEMBERED, that on this first day of August, A. D. 1890, before me, Thomas B. Clifford a commissioner for the State of Kansas in and for the State of New York, residing in the City of New York, came H. K. Enos President, and H. B. Henson, Secretary, of the Missouri, Kansas and Texas Railway Company, who are personally known to me to be such President and Secretary, and to be the same persons, who executed the foregoing instrument in writing as and for the Missouri, Kansas and Texas Railway Company one of the parties to said instrument; and they duly severally acknowledged the execution of the same as and for the said Missouri, Kansas and Texas Railway Company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this first day of August, A. D. 1890.

THOS. B. CLIFFORD,

[SEAL] Commissioner of Kansas for New York.

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STATE OF KANSAS } ss:
County of Labette }

BE IT REMEMBERED that on the 24th day of May A. D. 1890. before me, Ida M. Karr, a Notary Public in and for the County of Labette and State of Kansas, came Lee Clark Secretary of The Kansas City and Pacific Railroad Company, to me personally known as the Secretary of said Railroad Co., who executed the foregoing instrument and duly acknowledged the execution of the same as said Secretary for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires March 13, 1892.

IDA M. KARR,

[SEAL] Notary Public.

Freight Car Agreement

—OF—

November, 1890,

BETWEEN

CHARLES S. MILLARD,

AND

Receivers, Missouri, Kansas & Texas Railway.

SYNOPSIS

OF

AGREEMENT

BETWEEN

CHARLES S. MILLARD,

AND

Successor, Missouri Car & Foundry Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering the purchase of 500 Coal Cars, 500 Box Cars and 100 Furniture Cars.

DATE: November, 1890.

EXPIRES: February 1st, 1898.

TERMS: Delivery of cars to begin thirty days from date of contract, at rate of twenty cars per day until all have been delivered.

Cash payments; $52. per car on each lot of fifty coal cars; $60.90 per car on each lot of fifty box cars; $65.50 per car on each lot of fifty furniture cars. Balance of purchase money, $590,575. to be paid in fourteen equal semi-annual installments of $42,183.93 each, commencing August 1st, 1891, each installment to draw interest at rate of 6% per annum from February 1st, 1891.

Cars to be insured for a reasonable amount for the benefit of Charles S. Millard, or successor.

Cars to be kept in good order and repair, and all cars destroyed to be replaced.

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This Agreement, Made and entered into this ____ day of November, 1890, by and between CHARLES S. MILLARD, of the City of Indianapolis, State of Indiana, party of the first part, and GEO. A. EDDY and H. C. CROSS, Receivers of the MISSOURI, KANSAS & TEXAS RAILWAY, duly appointed and acting as such under certain orders of the Circuit Court of the United States for the District of Kansas, in a certain equitable cause therein pending, wherein the Mercantile Trust Company is complainant and the Missouri, Kansas and Texas Railway Company and others are defendants, parties of the second part.

WITNESSETH:

FIRST.

The party of the first part, in consideration of the covenants and agreements of the parties of the second part, hereinafter contained, agrees to build for the parties of the second part five hundred (500) coal cars, five hundred (500) box cars and one hundred (100) furniture cars, in accordance with plans, specifications and drawings furnished by the parties of the second part, with modifications agreed upon and accepted by both parties hereto, and which are to be hereto attached and made part hereof. The delivery of said cars is to be made at Chicago, Illinois, St. Louis, Missouri, or Hannibal, Missouri, at the option of the parties of the second part. The said first party is to have the privilege of loading said cars when en route to the point of delivery.

The delivery of said cars shall be commenced within thirty days from the taking effect of this contract, and shall be delivered at the rate of twenty (20) cars for each and every week day, excepting legal holidays, thereafter, until delivery of all the cars shall have been made. The parties of the second part may require the party of the first part to deliver first the five hundred coal cars. Such delivery, however, is subject to delays caused by strikes, fires, or other contingencies beyond the control of the party of the first part.

SECOND.

It is understood and agreed by and between the parties hereto that the said cars are to remain the property of the said party of the first part until the parties of the second part shall have fully

complied with their agreements hereinafter contained, and the said cars shall have been paid for in full by the parties of the second part.

THIRD.

The parties of the second part agree on the delivery of each lot of fifty (50) coal cars, as hereinbefore mentioned, to pay in cash to the said party of the first part, the sum of fifty-two dollars ($52.00) per car, and on the delivery of each lot of fifty (50) box cars, as hereinbefore mentioned, to pay in cash to the said party of the first part the sum of sixty dollars and ninety cents ($60.90) per car, and on the delivery of each lot of fifty furniture cars, as hereinbefore mentioned, to pay in cash, to the said party of the first part, the sum of sixty-five dollars and fifty cents ($65.50) per car.

It is further understood and agreed by and between the parties hereto, that when all the coal cars, box cars and furniture cars shall be delivered as herein provided for, there will be due to the party of the first part, from the parties of the second part, as the balance of the purchase price of said cars, the sum of five hundred and ninety thousand five hundred and seventy-five dollars ($590,575.00), which is to be paid in fourteen (14) equal semi-annual installments, of forty-two thousand one hundred and eighty-three 93-100 dollars ($42,183.93) each, and each installment is to draw interest at the rate of six per cent per annum from the first day of February, 1891, payable semi-annually, and the first installment is to be payable August 1st, 1891, and the other installments are to be paid every six months successively thereafter.

It is further understood and agreed, by and between the parties hereto, that the parties of the second part, or their successors or assigns, shall have the right at any time to pay any or all of the unpaid installments of the purchase money, with accrued interest thereon.

FOURTH.

It is further understood and agreed, that the aforementioned cars are to be marked and numbered as per specifications to be attached hereto and made a part of this contract.

FIFTH.

It is understood and agreed that each and every of said cars, so to be furnished as aforesaid, shall have placed on each side thereof an iron plate, said plate to be marked as desired by the

party of the first part, in order that the ownership may be publicly known; and the parties of the second part further agree that the said ownership plates shall be kept in such position until the terms of this agreement shall have been fully complied with.

SIXTH.

The parties of the second part hereby agree to keep the said cars insured for a reasonable and usual amount, for the benefit of and free of expense to the party of the first part, until the conditions of this contract are complied with.

SEVENTH.

The parties of the second part also agree to keep said cars in good order and complete repair, subject to the inspection and approval of the said party of the first part, and to pay all taxes thereon, and in the event of any of said cars being destroyed the parties of the second part hereby agree to replace the same without expense to the party of the first part.

EIGHTH.

It is expressly understood by and between the parties hereto, that the said cars and each and all of them, are and shall remain the personal property of the said party of the first part, until the cash payments and the semi-annual installments, with interest thereon, hereinbefore provided for, shall have been fully paid, and that if default be made by the parties of the second part in the payment of any or either of the cash payments or semi-annual installments hereinbefore provided for, or in the performance of any of their agreements hereinbefore provided, said party of the first part may, whenever any of said cash payments or semi-annual installments, with interest, shall remain overdue and unpaid for thirty days, resume possession of so many of such cars as such party of the first part may deem necessary, and shall thereafter sell the same at public or private sale, after thirty days' written notice to said second parties of the time and place of said sale, and apply the proceeds upon the unpaid cash payments or unpaid semi-annual installments, with interest nearest due. Any sum remaining from the proceeds of such sale, after such overdue cash payment or semi-annual installment shall have been fully paid, as herein provided, shall be credited upon the cash payment or semi-annual installment nearest due. And the said parties of

the second part, in the event of default as herein specified, agree to deliver to any point on their line of railroad, as may be designated by said party of the part, such cars as the party of the first part may be entitled to reclaim and take possession of under the terms of this agreement.

NINTH.

When all the payments required by this agreement shall have been fully made by the parties of the second part, their successors or assigns, the said cars shall become the property of the said parties of the second part, or their successors or assigns, without further transfer or conveyance.

TENTH.

This agreement shall not become effective until authorized and approved by a proper order of the Circuit Court of the United States in the above-named cause, wherein the parties of the second part were appointed Receivers.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed under their hands, the day and year first above written.

This instrument is executed in triplicate.

CHAS. S. MILLARD.

GEO. A. EDDY, }
H. C. CROSS, } Receivers, M. K. & T. R'y.

Telegraph Contracts

OF

January 4th, 1892,

AND

March 3d, 1893,

BETWEEN

Western Union Telegraph Company,

AND

Missouri, Kansas & Texas Railway Company.

SNYOPSIS

OF

AGREEMENT

BETWEEN

The Western Union Telegraph Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering Telegraph Service between Kansas City and Paolo.

DATE: January 4th, 1892.

PERIOD: 5 years from December 10th, 1891, and thereafter until terminated by six months' notice by either party.

TERMS: Rental, $344. per annum, payable in equal quarterly installments March 10th, June 10th, September 10th, and December 10th, Railway Company to operate the wire at its own expense.

SYNOPSIS

OF

AGREEMENT

BETWEEN

The Western Union Telegraph Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering Telegraph Service.

DATE: March 3rd, 1893.

PERIOD: From March 1st, 1893, until October 1st, 1907 and thereafter until terminated by twelve months' notice by either party.

TERMS: Railway Company shall have the exclusive use of not more than three wires.

In the construction of new lines and for repairs and reconstruction, the Telegraph Company shall furnish the material, and the Railway Company the labor, except foreman.

Railway Company shall be allowed Ten dollars per annum for each of the first two thousand miles, and Six dollars per annum for each additional mile, in the transmission of its messages off the line of railroad.

Railway Company shall furnish office room, &c., at all stations, the Telegraph Company to furnish the necessary instruments and batteries.

Railway Company shall transport free employes of the Telegraph Company and all material and supplies required for construction and maintenance.

Yearly settlements.

This Agreement, made and entered into this 4th day of January 1892. by and between the WESTERN UNION TELEGRAPH COMPANY, party of the first part, hereinafter called "The Telegraph Company," and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, party of the second part, hereinafter called "The Railway Company."

WITNESSETH:

That the Telegraph Company agrees to furnish and maintain in good working order, unavoidable interruptions excepted, which will be removed as speedily as possible, for the exclusive use of the Railway Company, a telegraph wire connecting its office in Kansas City, Mo., with its office in Paola, Kan., and the Telegraph Company also agrees to furnish instruments and local batteries for said offices, and the use of its main batteries in its Kansas City office for the operation of said wire. Said wire shall be connected with the Telegraph Company's offices in said places and may be connected and operated in connection with a wire now used for the Railway Company's railroad business along the Railway Company's railroad from Paola south.

The Telegraph Company reserves the right to use said wire between Kansas City and Paola when not in use by the Railway Company.

IN CONSIDERATION WHEREOF, the Railway Company agrees to pay to the Telegraph Company the sum of Three hundred and forty four dollars ($344.00) per annum in equal quarterly installments of eighty six dollars ($86.00) at the close of each quarter during the continuance of this agreement.

The Railway Company shall operate said wire at its own expense and shall use the same for the transmission of its own business only, and the Railway Company shall not use the same for the transmission of messages in competition with the Telegraph Company. Said wire shall not be connected or operated with any other wire or wires excepting said wire south from Paola, without the consent of the Telegraph Company, and said wire between Kansas City and Paola, the said instruments and batteries shall be surrendered to the Telegraph Company at the termination of this agreement, which shall take effect December 10th, 1891, and shall remain in force for five years.

PROVIDED, HOWEVER, that after July 1st, 1892, it may be terminated by either party giving to the other six months notice in writing of its desire to do so

WITNESS, our hands and seals the day and year first above written.

THE WESTERN UNION TELEGRAPH COMPANY.

By JNO. VAN HORNE,

[SEAL] Vice-President.

A. R. BREWER,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY CO.

By H. C. CROSS,

[SEAL] President

C. G. HEDGE,

Secretary.

This Agreement, made and entered into this third day of March 1893, by and between the WESTERN UNION TELEGRAPH COMPANY of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY of the second part, hereinafter respectively designated for convenience as the Telegraph Company and the Railway Company:

WITNESSETH:

THAT WHEREAS the Telegraph Company owns telegraph poles and wires along the Railway Company's various railroads and branches, which poles and wires are now operated under the provisions of an agreement dated the sixteenth (16th) day of September, 1882, made between the Telegraph Company and the Missouri Pacific Railway Company acting for itself and others and for the Railway Company party hereto; and the Railway Company owns wires on the Telegraph Company's poles along certain of said railroads as follows:–

From Sedalia, Missouri to Denison, Texas.....One wire
From Whitesboro via Denison to Mineola.....One wire
From Atoka to Lehigh, I. T.....One wire
and;

WHEREAS the Railway Company has resumed the operation of its railroads, and it is proposed that a new agreement be entered into between the parties hereto, covering all railroads now or hereafter owned, leased or controlled by the Railway Company as part of its Railway system, and superseding all previous agreements between the parties hereto or their predecessors respectively.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained the parties hereto have mutually agreed as follows:

FIRST.

The Telegraph Company agrees to furnish at some station on the line of the Railroads covered by this agreement, all poles, wire, insulators and other necessary material; and the Railway Company agrees to furnish all the labor except a foreman

for the construction of a telegraph line of one or more wires along any extensions or branches of the Railway Company's railroads and along any railroads hereafter owned, leased or controlled and operated by the Railway Company, as part of the Railway System, where there may be no line of telegraph; and also for the construction from time to time of such additional wires as may be required for the business of either party hereto, along all or any of the Railway Company's railroads and branches and extensions; provided however, that the Railway Company shall not be required to furnish labor for constructing additional wires for commercial use, excepting as hereinafter provided.

The Telegraph Company further agrees to furnish, as and when necessary, all poles,wire, insulators and other necessary material for the maintenance, repair and reconstruction or renewal of all the lines of poles and wires covered by this agreement, along all of the Railway Company's railroads and branches and extensions, and leased or controlled roads.

The Telegraph Company will also furnish the use of its main batteries for the operation of the wires herein provided for.

The work of construction and reconstruction or renewals herein provided for, shall be done under the direction of a foreman to be furnished by the Telegraph Company, at its expense.

SECOND.

The Railway Company agrees to furnish at its own expense all the labor for the maintenance, repair and reconstruction of the Telegraph Company's poles and wires along all of the Railway Company's railroads and extensions and branches thereof, now or hereafter covered by this agreement, and of such additional wires as the Telegraph Company may, from time to time, put up for its own business, and as hereinafter provided, for the business of the Railway Company. Provided, however, that the Railway Company shall not be required to furnish labor for the maintenance, repair and reconstruction of more than twice as many wires for the Telegraph Company's exclusive use, as the Railway Company is entitled to have set apart or put up for its exclusive use, under the provisions of this agreement; provided, however, that this clause shall not be construed as requiring the Railway Company to furnish labor to maintain at any time more than six (6) wires for the exclusive use of the Telegraph Company.

In all cases of breaks, interruptions or other mishaps, the Railway Company agrees to repair the lines as promptly as circumstances will permit, and without unnecessary or unreasonable

delay, and the Railway Company shall exercise the same care and diligence in the maintenance, repair and reconstruction of said number of wires used exclusively by the Telegraph Company, as the Railway Company does in the maintenance, repair and reconstruction of the wires which may be set apart or put up for its exclusive use. The work of reconstruction herein provided for, shall be done under the direction of a foreman to be furnished and paid by the Telegraph Company.

THIRD.

The Telegraph Company agrees to set apart for the exclusive use of the Railway Company in the transmission of messages on its railroad business, and without charge to it, as and when the same may be necessary, not exceeding three (3) wires along the Railway Company's main trunk railroads, and three (3) wires along its other railroads, and branches or extensions thereof, it being understood that the wires now used by the Railway Company shall be included in the number of wires so to be set apart by the Telegraph Company as herein provided, whether such wires belong to the Telegraph Company or to the Railway Company.

On portions of the Railway Company's railroads, branches and extensions where there is now but one wire, and on future branches or extensions where a telegraph line may be erected under the provisions of this agreement, the Telegraph Company agrees to set apart the first wire for the joint use of the parties hereto, in the transmission of railroad and commercial telegraph business, it being agreed that the Railway Company's messages of an important character, directing the movements of trains, shall have precedence over said joint wire.

Whenever the railroad business of the Railway Company shall require the exclusive use of said joint wire, the Telegraph Company on receiving sixty (60) days written notice, agrees to furnish the material for a wire for commerical business, the Railway Company agreeing to furnish the labor and pay the expenses of erecting the same, under the direction of a foreman to be furnished by the Telegraph Company as hereinbefore provided.

Upon completion of said second wire, the first wire shall be set apart for the Railway Company's railroad business exclusively; and on the main trunk or branch or other railroads where the Railway Company may be entitled to the exclusive use of three (3) wires, the second and third wires, respectively, for such use, shall be furnished in the same manner as hereinbefore provided for furnishing the first exclusive wire.

In case of the interruption of either wire, where there are but two wires, and each party has the exclusive use of one, the business of both parties hereto shall as far as practicable, be done over the working wire, important railroad messages directing the movement of trains having precedence.

It is understood and agreed that the operations and connections of wires put up exclusively for commercial business, shall be under the sole control of the Telegraph Company, and that such commercial or public business may be done on exclusively railroad wires as can be done thereon without interference with railroad business.

FOURTH.

If the Railway Company shall at any time require the exclusive use of more than three (3) wires along its main trunk railroads, or more than three (3) wires along its other railroads and branches or extensions thereof, for the transmission of messages on its railroad business, the Telegraph Company shall within sixty (60) days after receipt by it of written notice so to do, either set apart or furnish material for an additional wire for the Railway Company' exclusive use as aforesaid, the Railway Company agreeing to pay to the Telegraph Company the cost to it of such additional wire, including the insulators thereunto belonging, on the poles, or the cost of material for the construction of said additional wire, delivered at some point on the line of the Railway Company's railroad, and in the latter case, the Railway Company shall furnish the labor to erect the same on the poles.

Along the joint track between Whitesboro and Ft. Worth, Texas, the Telegraph Company shall furnish the Railway Company one half of the wire facilities that the Telegraph Company herein agrees to furnish the Railway Company on its other roads; that is to say the exclusive use of one wire and the joint use of a second wire, during the continuance of the joint track arrangements between the Texas & Pacific Railway Company, and the Missouri, Kansas & Texas Railway Company.

FIFTH.

Until the Railway Company shall complete its railroad between Franklin and St. Louis, and a line shall have been completed on said railroad between said points, and a wire set apart thereon for railroad business, under the provisions of this agreement, the Telegraph Company agrees to give the Railway Company the

joint use of a wire connecting its office in Sedalia with its office in St. Louis, for the transmission by the Railway Company's own operators, of messages on its railroad business between Sedalia and St. Louis,it being understood that the Railway Company shall handle all its messages between said points on said wire, the service rendered by this wire to be considered as "D. H. local" to the Railway Company, and that the Telegraph Company may use said wire for its own business when not in use by the Railway Company for its business.

SIXTH.

The Railway Company shall have the right to the free use of any telegraphic patent rights or new discoveries or inventions that the Telegraph Company now owns and uses in its general telegraph business, or which it may hereafter own and use as aforesaid, so far as the same may be necessary to properly carry on the business of railroad telegraphing on the line of said railroads as provided for herein.

SEVENTH.

All messages of the officers and agents of the Railway Company, pertaining to its railroad business, shall be transmitted by railroad operators on the wires set apart for said business between all the Railway Company's telegraph stations on the line of the Railroads covered by this agreement, but at places where the Telegraph Company has uptown offices the Railway Company's officers and agents may file their messages on the Railway Company's business at such uptown offices of the Telegraph Company, and the Telegraph Company shall transmit such messages over railroad wires connected with said uptown offices between points on the railroads covered by this agreement and deliver such messages at destination without charging the same to the allowance hereinafter provided for.

The Telegraph Company agrees to issue to such officers of the Railway Company as may be designated by the Chairman of the Board, the President or Vice-President thereof, annual franks authorizing the free transmission of messages relating strictly to the railroad business of the Railway Company's railroads covered by this agreement, originating at or destined to points on the Telegraph Company's lines, beyond or off the line of said railroads, to an amount not exceeding ten dollars ($10.00) per annum for each of the first two thousand (2000) miles of railroad owned, leased or controlled and operated by the Railway Company from

the time the same shall be occupied by a telegraph line maintained and operated thereon under the provision of this agreement, and six dollars($6.00)per annum additional for each additional mile of railroad constructed, owned, leased or controlled and operated by the Railway Company and occupied as aforesaid.

The tolls on all of such messages to and from points beyond or off the line of said railroads shall be calculated at the regular commercial day rates of the Telegraph Company between the points at which such messages originate and the points to which they may be destined. And the Railway Company agrees to pay to the Telegraph Company one half of its aforesaid rates on all such messages in excess of said amount. Settlements to be made yearly. It is understood and agreed that the free telegraphic service herein provided for applies only to the transmission of messages concerning the operation and business of the Railway Company's railroads covered by this agreement, and shall not be extended to any messages for transmission by cable, nor to messages ordering sleeping car, parlor car or steamer berths, merchandise or accomodations for customers of the Railway Company, the tolls on which messages shall be paid by such customers.

EIGHTH.

Either party to this agreement may establish and maintain telegraph stations at such points on said railroads as it may deem necessary, and at all such stations as the Railway Company may establish, the Telegraph Company agrees to supply Morse instruments and local batteries for railroad and commercial business, and blank forms and stationery for commercial business.

At all telegraph stations of the Railway Company, its employes, acting as agents of the Telegraph Company shall receive, transmit and deliver such commercial or public messages as may be offered at the tariff rates of the Telegraph Company, and shall render to the Telegraph Company monthly statements of such business and full accounts of all receipts therefrom, and the Railway Company shall pay all of such receipts to the Telegraph Company in such manner and at such times as it may direct. And said employes shall not without the consent of the Telegraph Company, transmit over said telegraph lines any free messages except those herein provided for, and concerning all telegraph business, whether paid or free, shall conform to all rules, regulations and orders of the Telegraph Company applicable thereto. Provided, however, that the Railway Company's employes shall not be required to deliver commercial or public messages when such delivery shall interfere with their railroad duties; but all

reasonable attention shall be given by said employes to the prompt delivery of such messages. It is understood and agreed that whenever the commercial or public telegraph business at any office maintained and operated by the Railway Company shall exceed three thousand (3000) paid and collect messages sent from said office in any one year, then the Telegraph Company shall furnish an operator for such office, and said operator shall thereafter attend to the railroad telegraph business of the Railway Company as hereinafter provided.

NINTH.

If the Telegraph Company elects to establish an office at a station of the Railway Company, the Railway Company shall furnish office room, light and heat free of charge in such station, and if at such station one person can attend to the telegraph business of both companies, the agent of the Telegraph Company, acting for and as the agent of the Railway Company in the premises, shall do such business of the Railway Company without charge. Whenever the telegraph business of both companies at any office where the Telegraph Company furnishes the operator, becomes so large that more than one operator is needed to attend to it, then the Railway Company shall employ and pay its own operator.

TENTH.

The Railway Company so far as it legally may, hereby grants and agrees to assure to the Telegraph Company, the exclusive right of way on and along the line, lands and bridges of the Railway Company and on any extensions and branches thereof, for the construction, maintenance, operation and use of lines of poles and wires or underground or other lines for commercial or public uses or business, with the right to put up or cause to be put up under the provisions of this agreement, from time to time, such additional wires on existing poles or such additional lines of poles and wires or to construct such underground lines as the Telegraph Company may deem expedient and the Railway Company agrees to clear and keep clear said right of way of all trees, undergrowth and other obstructions to the construction and maintenance of the lines and wires provided for herein, and the Railway Company will not transport men or material for the construction or operation of a line of poles and wire or wires or underground or other lines in competition with the lines of the Telegraph Company party hereto, except at and for the Railway

Company's regular rates, nor will it furnish for any competing line any facilities or assistance that it may lawfully withold, nor stop its trains, nor distribute material therefor at other than regular stations. Provided always,that in protecting and defend ing the exclusive grants conveyed by this contract, the Telegraph Company may use and proceed in the name of the Railway Company, or of any Company owned, leased, or controlled by it, but shall indemnify and save harmless the Railway Company, or such owned, leased or controlled Company, from any and all damages, costs, charges and legal expenses incurred therein or thereby.

ELEVENTH.

The Railway Company agrees to transport free of charge over the railroads covered by this agreement, upon application of the Superintendent or other officer of the Telegraph Company, all persons in the employ of the Telegraph Company when traveling on its business, and also to transport and distribute free of charge along the line of said railroads, all poles and other material for the construction, maintenance, operation, repair and reconstruction of the lines and wires covered by this agreement, and of such additional wires and lines of poles and wires as may be erected under the provisions of this agreement,and also all material and supplies for the establishment, maintenance and operation of the offices of each party hereto at places along or adjacent to or at the termini of said railroads, it being understood that no charge shall be made for the transportation of poles and other materials and supplies over any of the railroads covered by this agreement for use on any other of said railroads.

The Railway Company further agrees to transport without charge the poles and other material and supplies of the Telegraph Company to be used on its lines beyond or off the line of the Railroads covered by this agreement, to an amount computed at the regular current transportation rates of said Railway Company, not exceeding one twelfth (1/12) of the amount of free telegraphic service which the Telegraph Company herein agrees to perform for the Railway Company beyond the line of said railroads, and the Telegraph Company agrees to pay to the Railway Company one-half of its aforesaid rates on all such transportation of materials in excess of said amount. Settlements to be made yearly.

TWELFTH.

It is mutually understood and agreed that the telegraph lines and wires covered by this contract shall form a part

of the general system of the Telegraph Company, and as such, in the department of commercial or public telegraph business, shall be controlled and regulated by it, the Telegraph Company fixing and determining all tariffs for the transmission of messages and all connections with other lines.

The Railway Company further agrees that its employes shall transmit over the lines covered by this agreement, all commercial telegraph business offered at the Railway Company's offices, and shall account to the Telegraph Company exclusively for all of such business and the receipts thereon, as provided herein.

No employe of the Railway Company shall, while in its service, be employed in the transaction of commercial or public telegraph or telephone business by any other party than the Telegraph Company party hereto, and the Telegraph Company shall have the exclusive right to the occupancy of the Railway Company's depots or station houses for commercial or public telegraph or telephone purposes as against any other party.

THIRTEENTH.

It is a condition of this contract that the Railway Company is not to be responsible for, and the Telegraph Company hereby covenants and agrees to save the Railway Company harmless and indemnify it against any loss or damages of any kind arising from any injury to persons in the employ of or property belonging to the Telegraph Company, while being carried free over said roads under this agreement, or for any neglect or failure in the transmission or delivery of messages for any person doing business with the Telegraph Company, or on account of any other public telegraph business; and the Telegraph Company shall not be responsible for, and the Railway Company agrees to indemnify and save harmless the Telegraph Company against any loss or damages of any kind arising from or on account of any error, failure, delay or default in the transmission or delivery of messages sent by or for the Railway Company under this agreement.

FOURTEENTH.

It is further agreed that the management of railroad wires, the repair of all the lines along the Railway Company's railroads, and the distribution of material, shall be under the supervision and control of a competent Superintendent who shall be appointed and paid jointly by the parties to this contract, and whose salary shall be fixed by mutual consent, the Telegraph

Company paying one half and the Railway Company one half. Said Superintendent shall be equally the servant of each party hereto, but shall be subordinate to and under the control of the Telegraph Company, so far as necessary to enforce said company's rules and regulations and its orders in regard to the operation, arrangement and management of its wires and the transaction of commercial business, and shall assist said Company in such matters so far as his duties to the Railway Company will permit; it being understood and agreed that he shall co-operate with both parties hereto in giving the utmost efficiency to the working of the lines upon said railroads, and the transaction of the railroad and commercial telegraph business thereon. A suitable office and supply room for said Superintendent shall be provided by the Railway Company. The Telegraph Company shall supply and pay the expense of such clerical labor as it may deem necessary to furnish for said joint Superintendent in the transaction of its commercial or public telegraph business. Said Superintendent may be removed by either party hereto for cause, but his successor shall not be appointed without the written consent of both parties hereto.

FIFTEENTH.

The provisions of this agreement shall supersede said agreement dated the Sixteenth (16th) day of September, 1882, hereinbefore mentioned, so far as it applies to any railroad or railroads owned, leased or controlled by the Railway Company party hereto, and all other agreements or arrangements between the parties hereto, or their predecessors, respectively, in the ownership or control of their respective properties, excepting an agreement between the parties hereto, dated the fourth day of January, 1892, for the use of a telegraph wire between Kansas City and Paola, Kansas.

SIXTEENTH.

The Telegraph Company hereby releases and discharges the Railway Company from all claims and demands of whatever nature, and particularly from the claims and accounts for excess in telegraph service against the Railway Company, arising and accruing under any and all previous contracts between the parties hereto or their respective predecessors; and the Railway Company hereby releases and discharges the Telegraph Company from all claims and demands of whatever nature,

arising and accruing under such previous contracts, but nothing herein contained shall be construed as releasing or discharging the Telegraph Company's claims against the Railway Company for commercial telegraph receipts withheld by the Railway Company, the Railway Company hereby agreeing to forthwith remit and pay over to the Telegraph Company all such receipts.

SEVENTEENTH.

The provisions of this agreement shall extend to all railroads now owned, leased, controlled or operated, and to all railroads hereafter owned, leased, controlled or operated by the Railway Company, or by any Company or Corporation, in which the Railway Company may own a majority of the stock, or whose action it may be able to control, by the ownership of stock or otherwise; and which railroads constitute or may constitute a part of the railroad system of said Railway Company; and the provisions of this agreement shall be and continue in force from the first (1st) day of March, 1893, until the first (1st) day of October, One thousand nine hundred and seven (1907), and shall continue after the close of said term until the expiration of one (1) year after written notice shall have been given after the close of said term by either party to the other of an intention to terminate the same, and in case of any disagreement concerning the true intent and meaning of any of said provisions, the subject of such difference shall be referred to three arbitrators, one to be chosen by each party hereto, and the third by the two others chosen, and the decision of such arbitrators, or a majority thereof, shall be final and conclusive.

IN WITNESS WHEREOF, the parties to these presents have caused the names of their proper officers to be hereunto subscribed, and their corporate seals to be hereto affixed and attested the day and year first above written.

THE WESTERN UNION TELEGRAPH COMPANY.

By JNO. VAN HORNE

[SEAL] Vice-President.

A. R. BREWER,

Secretary,

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

By H. C. ROUSE,

President.

[SEAL]

C. G. HEDGE,

Secretary.

Right of Way LEASE.

(HANNIBAL, MO.)

—OF—

April 1st, 1892,

—BETWEEN—

Missouri, Kansas & Texas Railway Company,

St. Louis, Hannibal & Kansas City Railway Company,

St. Louis & Hannibal Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Missouri, Kansas & Texas Railway Company,

St. Louis, Hannibal & Kansas City Railway Company,

AND

St. Louis & Hannibal Railway Company.

Covering Lease of Right-of-Way in Hannibal, Mo.

DATE: April 1st, 1892.

PERIOD: 99 Years.

EXPIRES: April 1st, 1991.

TERMS: All railroad crossings over Missouri, Kansas and Texas Railway tracks to be abolished, and the other parties to construct and maintain all necessary connecting or transfer tracks.

6

This Indenture, made this first day of April, 1892, by and between the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, party of the first part, and the ST. LOUIS, HANNIBAL & KANSAS CITY RAILWAY COMPANY, and the ST. LOUIS & HANNIBAL RAILWAY COMPANY, parties of the second part:

WITNESSETH:

That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the said parties of the second part, and in addition thereto the sum of Five Hundred Dollars in cash, the receipt of which said sum is hereby acknowledged, has demised and leased to the said St. Louis, Hannibal & Kansas City Railway Company, its successors and assigns, a right of way for the construction, operation and use of the St. Louis, Hannibal & Kansas City Railroad, over the following described land owned by said first party, in the County of Marion, in the State of Missouri, the same being situate as follows: A strip of land thirty (30) feet wide through the following lots in Hannibal, Missouri; Lots 5, 6, 12 and 13, Bowling subdivision of out-lot 36, Lindell's addition to the City of Hannibal, and, Lots 28, 29 and 30, Graham's subdivision of Lot 61, Lindell's addition to the City of Hannibal. Also a strip of land thirty (30) feet wide by twelve hundred and ten feet (1210) more or less in length, situate in the outer yards of Missouri, Kansas & Texas Railway Company, lying north of and parallel with north line of Pacific Avenue, reference is here made to the blue print hereto attached, which is made a part hereof and marked "A" for reference. To have and to hold the above described right of way as long as the same shall be required and used for the purposes of a railroad and no longer, in no event to exceed the term of ninety-nine years.

And the said parties of the second part, in consideration of the leasing of said right of way, as aforesaid, does covenant and agree with the said first party to remove and forever discontinue the use and maintenance within eight months from the first day of January, 1892, any and all railroad crossings which the said St. Louis & Hannibal Railway Company now have over and across any of the tracks of the said first party, and particularly what is known as the St. Louis and Hannibal, and Hannibal and St. Joseph crossing at Oakwood Junction.

The second part also agrees with the first said party that wherever and whenever any connecting or transfer tracks are required by law or otherwise to be made with the tracks of the parties hereto, that the same will be done at the expense of the said second party, and that such connecting tracks shall be in at such places as the first said party may designate. And it is further agreed that the said second parties will at all times maintain and repair all such connecting or transfer tracks which may be constructed, as aforesaid, and to erect and maintain all necessary division fences at the cost of said second parties.

And it is further agreed that in consideration of the leasing of said right of way that the second parties will not in the construction or operation of said railroad to be constructed thereon, obstruct or in any manner interfere with the operation of the business of said first party, or any use of the lands required by said first party in conducting and carrying on its business.

It is further agreed that the essence of this lease is the faithful observance of the agreements of the parties of the second part, and that failure to carry out any of said covenants or agreements by the said second parties shall terminate this lease, and said right of way together with all improvements erected thereon, shall be forfeited to said first party, its successors or assigns.

IN WITNESS WHEREOF, the said parties have hereunto and to a duplicate copy hereof, by their Presidents or other Chief Officers set their hands and seals, the day and year first above written.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

By H. C. CROSS,

President and General Manager.

ST. LOUIS & HANNIBAL RAILWAY COMPANY,

By T. W. KENNEDY,

Superintendent.

ST. LOUIS, HANNIBAL & KANSAS CITY

RAILWAY COMPANY,

By JAMES H. ORR,

Vice-President.

Express Agreement

OF

November 9th, 1892.

—BETWEEN—

Missouri, Kansas & Texas Railway Company

AND

American Express Company.

SNYOPSIS

OF

AGREEMENT

BETWEEN

Missouri, Kansas & Texas Railway Company,

AND

The American Express Company.

Covering Express Service.

DATE:	November 9th, 1892.
PERIOD:	10 years from February 1st, 1893.
EXPIRES:	February 1st, 1903.
TERMS:	50% of annual gross revenues, $200,000 guaranteed, payable in equal monthly installments in New York.

2

This Agreement, made and entered into this ninth day of November, A. D., 1892, by and between the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, party of the first part, and hereinafter designated as the "Railway Company," and the AMERICAN EXPRESS COMPANY, party of the second part, hereinafter designated as the "Express Company."

WITNESSETH:

ARTICLE I.

Section First:—That in consideration of the payments, covenants and agreements to be by the Express Company, duly made and kept, performed and observed, the Railway Company hereby agrees to transport in cars or car compartments, properly lighted and warmed at its expense, and attached to its passenger trains each way daily, the messengers, safes, packing trunks and express matter of the Express Company, to and from all stations upon its lines and branches; which lines and branches now under operation are as follows, to wit:

MISSOURI, KANSAS & TEXAS RAILWAY.			MILES.
Between Hannibal and Denison and intermediate points,			576.6
" Dennison and Whitesboro,	"	"	25.
" Whitesboro and Ft. Worth,	"	"	71.3
" Ft. Worth and Hillsboro,	"	"	54.8
" Denison and Hillsboro, (via Greenville)			172.4
" Hillsboro and Taylor,	"	"	107.4
" Taylor and Boggy Tank,	"	"	89.1
" Parsons and Junction City,	"	"	156.8
" Stevens and Paola,	"	"	129.9
" McAlester and Coal Mines,	"	"	4.6
" Atoka and Lehigh,	"	"	9.1
" Denison and Sherman,	"	"	10.8
" Greenville and Mineola,	"	"	50.5
" Denton and Dallas,	"	"	37.3
" Whitesboro and Henrietta,			86.
" Echo and Belton,	"	"	6.5
" San Marcos and Lockhart,	"	"	16.
" Trinity and Colmesneil,	"	"	66.6
" Holden and Paola,	"	"	53.5
			1724.2

EAST LINE & RED RIVER RAILROAD.

McKinney and Jefferson and intermediate points, 153.

Total miles at present in operation, 1877.2

Also upon passenger trains, as soon as they shall be established thereon, and to and from all stations, upon the several lines or branches now under construction; which lines and branches are as follows, to wit:

MISSOURI, KANSAS & TEXAS RAILWAY.

		MILES.
Between Franklin and St. Louis,	about	176.
" Boggy Tank and Houston,	"	80.
" Lockhart and Smithville,	"	36.
" Colmesneil and Sabine River (Projected)	about	50.
		342.

EAST LINE AND RED RIVER RAILROAD.

Between Jefferson and Shreveport (Projected)	about	60.

Total miles now under construction or projected, 402.

The Railway Company further agrees to provide and assure to the Express Company, from the date this agreement takes effect, facilities for their through business on daily passenger trains, between Kansas City, Mo., and Paola, Kansas, or other connecting point on said Railway Company's lines.

Section Second:—It is understood that the word "Messengers" as used in Section First hereof, shall comprise only such persons as accompany the freight, and valuables of said Express Company, and the Railway Company agrees to transport such Messengers, and such other agents as the Express Company may necessarily send over said Railway Company's lines, in the transactions of its business as express carriers, free of other charge than the consideration embraced in this contract, provided the properly authorized officers of the Express Company make application in writing for passes, for such messengers or agents.

Section Third:—The Railway Company shall also provide and allow the Express Company, free approach and access to all depots, station premises, and trains, and reasonable time to load and unload express matter upon and from these trains.

Section Fourth:—The Railway Company will also, as far as it can conveniently do so, and without charge therefor, permit the Express Company to use a portion of its station houses on the lines herein mentioned, for the reception, safe keeping, and delivery of express matter carried under this agreement. The Express Company will also be permitted, when agreeable to the Railway Company to employ as its agents, any of the agents of the Railway Company, whenever such employment by the Express Company shall not conflict with their duties to the Railway Company: the Express Company to be liable for the acts of such agents done by them within the scope of their authority, as employes of the Express Company, but not otherwise.

Section Fifth:—The Railway Company further agrees to transport free over its lines covered by this agreement, the horses, wagons, safes and material necessary to be used by the Express Company, at the various points on said lines in the transaction of the business contemplated by this agreement.

Section Sixth:—The Railway Company further agrees, that none of its employes, for himself or for the Railway Company, shall be allowed during the continuance of this agreement, to transport money, valuable packages, goods or merchandise of any kind whatsoever, except regular passenger baggage, and supplies for the Railway Company's eating houses, upon the passenger trains of the said Railway Company, except that the Railway Company reserves the right to transport dogs on its passenger trains, when accompanied by owners, and also to transport corpses.

Section Seventh:—It is further understood and agreed by the parties hereto, that the Railway Company will not contract with any other party or parties to do an express business over said road or any portion thereof, during the existence of this agreement.

Section Eighth:—It is further agreed by the Railway Company, that if other lines of railroad are constructed, leased, operated or acquired by the Railway Company during the life of this agreement, the Express Company shall have the same exclusive facilities, on all such lines in so far as the Railway Company can legally grant such facilities.

ARTICLE II.

Section First:—In consideration of the execution of this agreement, and the performance by the Railway Company of the several agreements set forth in Article 1 hereof, the Express Company hereby agrees to make payments to the Railway Company as follows, to wit:

FIRST PAYMENT.

To pay monthly on or before the 10th day of each month to the Railway Company a sum equal to Twelve Thousand Five Hundred (12,500) dollars, the above payment to be made by the Express Company to and with the Treasurer of the Railway Company at New York.

The Express Company also agrees that when the lines of the Railway Company are completed into St. Louis, Missouri, from Franklin or other connecting point on said Railway Company's main line, and the Express Company has been enabled to place its business on daily passenger trains of the Railway Company between St. Louis and such connecting and intermediate points, that in consideration of such additional exclusive express facilities, the guaranteed payment from the Express Company to the Railway Company for such further facilities shall be increased Three Thousand Six Hundred and Twenty-Five (3,625) dollars per month.

And the Express Company further agrees that when the lines of the Railway Company are completed into Houston, Texas, and the same through and intermediate facilities on daily passenger trains of the Railway Company to and from Houston are accorded to the Express Company, the guaranteed payment to the Railway Company for such further facilities shall be further increased by the additional sum of Five Hundred and Forty-one (541) dollars and Sixty-Seven (67) cents per month, such payment or payments to be made as hereinbefore provided.

SECOND PAYMENT.

The Express Company also agrees that within Ninety (90) days after the expiration of each year of this agreement, they will render to the Railway Company a statement showing the gross revenue derived by the Express Company on business transacted by it on the lines embraced in this agreement, for the preceding year ending with January thirty-first, and the Express Company further agrees that if Fifty (50) per centum of the gross revenue shown by said statement shall exceed the sum already paid by the Express Company to the Railway Company for the facilities rendered during the period covered by this statement, they will pay forthwith the Railway Company the amount of such excess sum.

The gross revenue from matter carried wholly upon Railway Company's lines, shall be deemed to be the whole amount received

by the Express Company from such matter not including the charges due to or advanced to other express or transportation lines or persons.

The gross revenue derived from express matter carried by said Express Company partly upon the Railway Company's lines and partly upon other lines, shall be such portion of the total revenue derived from such transportation as the distance carried over said Railway Company's lines bears to the entire distance such matter is carried by said Express Company.

Section Second:—The Express Company further agrees to give the Railway Company at any and all times, full and free access to all books and records of accounts of the business embraced in this agreement.

Section Third:—It is further mutually understood and agreed by and between the parties hereto, that the Express Company will assume all risk and damage to its property, freight and valuable packages, and also assume all risks and damage to its agents and messengers while on said road, except damage arising from the gross carelessness or negligence of the agents or employes of the Railway Company.

Section Fourth:—It is further understood and agreed, that the Express Company will transport all money and valuable packages, the property of the Railway Company, free of charge over their said road, and over all lines operated or controlled by the Express Company, and deliver the same at all proper places of delivery on same, or at the terminal thereof, subject to the conditions named in the Express Company's printed form of receipt.

Section Fifth:—The Express Company further agrees that it will not issue any local rates per hundred pounds between points on this Railway Company's lines, that shall be less than one and one half times the Railway Company's rate per hundred pounds on the same commodity between the same points, unless consent to the contrary has been obtained from the General Traffic Manager of the Railway Company.

Provided, however, that no restrictions shall be placed by the Railway Company on the charge to be made by the Express Company on news matter or parcels, and

Provided, also, that the Express Company shall be permitted to make such rates between competitive points as will enable them to compete successfully with other express companies operating on other lines of railroad, the Express Company agreeing to notify the Railway Company of any reduction in rates made on

account of competition, and when such competitive rates are reduced to one and one-half of the freight rates of the Railway Company, the Express Company agrees that no further reduction shall be made in such competitive rates without the consent of the Railway Company.

Section Sixth:—It is mutually understood by and between the parties hereto, that this agreement shall commence on the first day of February, A. D., 1893, and continue in full force and effect until the first day of February, A. D., 1903, being the full end and term of ten years.

In Witness Whereof, the parties hereto have caused this agreement to be executed on the day and year first above written.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By HENRY C. ROUSE.

[seal] President.

Attest:

C. G. HEDGE,

Secretary.

THE AMERICAN EXPRESS COMPANY,

By A. ANTISDEL,

Ass't Gen'l Manager.

THE AMERICAN EXPRESS COMPANY,

By JAMES C. FARGO,

As President.

Sleeping Car

Agreement.

OF

November 26th, 1892.

—BETWEEN—

Missouri, Kansas & Texas Railway Company

AND

Wagner Palace Car Company.

10

SYNOPSIS

OF

AGREEMENT

BETWEEN

Missouri, Kansas & Texas Railway Company,

AND

Wagner Palace Car Company,

Covering Sleeping Car Service.

DATE:	November 26th, 1892.
PERIOD:	5 years from January 5th, 1893.
EXPIRES:	January 5th, 1898.
TERMS:	Mileage, two cents per car per mile. If average earnings per car equal $5,000 per annum, mileage shall be one cent; if earnings equal $7,500 per annum, no mileage shall be paid.
	Monthly settlements.

2

WAGNER PALACE CAR COMPANY.

Opposite Grand Central Depot.

PRESIDENT'S OFFICE,

NEW YORK, November 26, 1892.

HENRY C. ROUSE, Esq.,

Chairman, MISSOURI, KANSAS & TEXAS R'Y CO.,

New York, N. Y.

Dear Sir:

It is understood and agreed that the *CONTRACT* entered into this day between the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY and the WAGNER PALACE CAR COMPANY, shall take effect and actually commence upon the date on which the cars of the said Palace Car Company actually begin running upon the lines of the said Railway Company.

Yours truly,

(Signed) W. S. WEBB,

President.

Agreement made this twenty-sixth day of November, one thousand, eight hundred and ninety-two, by and between the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY, hereinafter called the said Railway Company, and the WAGNER PALACE CAR COMPANY, hereinafter called the said Palace Car Company.

WHEREAS, the said Palace Car Company is engaged in the business of furnishing and running railway cars, known as sleeping and drawing room or parlor cars, and of hiring the same to railway companies under contracts for a term of years, to be used on and over the lines of the roads of such railway companies, and receiving therefrom income and revenue by the sale to passengers of seats, berths and accommodations therein, and

WHEREAS, the said Railway Company is desirous of availing itself of the use on and over its lines of railway of the sleeping cars of the said Palace Car Company and by such sleeping cars obtaining connections with other railroads with which the said Palace Car Company has exclusive contracts.

NOW, THEREFORE, THESE PRESENTS WITNESS: That for and in consideration of the premises, and of the convenants herein contained by and between the said Railway Company and the said Palace Car Company to be by them respectively kept and preformed, the said Palace Car Company and the said Railway Company do hereby mutually covenant and agree to and with each other, as follows, to wit:

FIRST

That whenever the railway of the said Railway Company is spoken of or alluded to in this agreement, it is to be taken to include all lines which it now operates or controls, or which it may hereafter operate or control by ownership, lease or other means.

SECOND

The said Palace Car Company will furnish sleeping cars to be used by the said Railway Company for the transportation of passengers, in number sufficient to meet the requirements of travel on and over the lines of the said Railway Company, it being agreed that one or more sleeping cars shall be run on such trains as the Railway Company may direct. The sleeping cars furnished by the said Palace Car Company to be of the most approved style and quality, and satisfactory to the said Railway Company, and the bedding, furniture and arrangements to be unexceptionable in character and quality, and to be subject to the inspection and approval of the superintendent or managing officers of the said Railway Company, and be always kept clean and in good repair. It is also understood and agreed that the character of the cars to be run upon its lines, whether buffet or otherwise, shall be decided by the Railway Company, and the Palace Car Company shall furnish cars of that description.

THIRD

The said Palace Car Company shall have the right to place on each sleeping car, a conductor, porter, and other needed servants, who shall be acceptable to the said Railway Company, and who shall be carried by it free of charge, and to collect from each passenger occupying a seat or berth therein the customary fare charged at the time on the principal railroads of the country for accommodations in sleeping cars, not to be in excess of fares charged on sleeping cars on lines competing with the said Railway Company, and the said Palace Car Company shall have for its own use and benefit, the sum or sums thus collected. But the said Palace Car Company shall not, without the consent of the said Railway Company, given outside of this agreement, furnish to any person or persons in any sleeping car more accommodations than a state-room or section against each single ticket of or fare paid to the said Railway Company. It is further agreed that the said Palace Car Company shall not sell state-rooms or sections upon single railway tickets or fares so as to result in the exclusion of passengers desiring single berths.

FOURTH

The said Railway Company hereby agrees that the general officers of the said Palace Car Company, and the employes named

in Article Third of this agreement, shall be entitled to free passage over the lines of the said Railway Company, when they are on duty for the said Palace Car Company.

FIFTH

The said Palace Car Company hereby agrees that the general and division officers of the said Railway Company shall be entitled to free accommodation in any of the cars furnished by the said Palace Car Company under the terms of this agreement, when they are traveling on duty for the said Railway Company.

SIXTH

It is hereby agreed that the said employes of the said Palace Car Company named in Article Third of this agreement shall be governed by, and subject to the rules and regulations of the said Railway Company, which are or may be adopted from time to time for the government of its own employes, and in the event of any liability arising against the said Railway Company for personal injuries or death, or otherwise, of any employe of the said Palace Car Company caused by the negligence of the said Railway Company or its employes, it is understood and agreed that the said Palace Car Company assumes the said liability and hereby agrees to protect said Railway Company against any such damages.

SEVENTH

That the conductors of the trains of the said Railway Company shall have the right at all times to enter sleeping cars for the purpose of collecting the tickets or fares of the passengers, or for any purpose connected with the management of the trains, and the conductors, porters and other servants of the sleeping cars shall at all times, when requested, assist the conductors of trains, in maintaining in sleeping cars good order and the discipline of the road. The conductors of the trains shall not be at liberty to interfere in any way with the matter of distribution of berths or seats, and shall not interfere in any manner with the business of the sleeping cars, except for the purpose of collecting the tickets or fares of passengers, and maintaining good order and the discipline of the road, and to see that the provisions of this agreement are carried out.

EIGHTH

That the said Railway Company will permit the said Palace Car Company to place its tickets for berths or seats on sale in such of the railway ticket offices as may be mutually agreed upon and such services shall be performed by, and as a part of the general duties of the ticket agents of the said Railway Company and without charge to the said Palace Car Company; but the proceeds of any sale are to be at the said Palace Car Company's risk.

NINTH

The said Palace Car Company will maintain in good order and condition at its own cost and expense, the sleeping cars, which may be run on the lines of the said Railway Company, under the provisions of this agreement, excepting as provided in the Eleventh Article hereof; and in consideration of keeping said cars in first-class order and condition and furnishing the cars, the said Railway Company agrees to pay to the said Palace Car Company two (2) cents per mile for every mile run by said cars on the lines of the said Railway Company, and if run upon other roads which have no contract or agreement with said Palace Car Company, by direction of the officers of the said Railway Company, the sum of two (2) cents per mile shall be paid to the said Palace Car Company by the said Railway Company for every mile so run upon such other roads by such cars.

TENTH

That whenever the revenue from the sale of seats and berths equals an average of five thousand dollars ($5,000) per car, per annum, upon the whole number of cars operated under this agreement, and while such average annual revenue shall continue, the said Railway Company shall pay the said Palace Car Company the sum of one (1) cent per mile for every mile run by said sleeping cars on the lines of the said Railway Company, and it is further understood and agreed that whenever the revenue from the sale of seats and berths equals an average of seven thousand, five hundred dollars ($7,500) per car, per annum, and while such average annual revenue shall continue, there shall be no charge for mileage made by the said Palace Car Company, for services of cars operated on the lines of the said Railway Company under the terms of this agreement.

It is finally understood and agreed that the revenue described of five thousand dollars ($5,000) per car, per annum, and seven thousand, five hundred dollars ($7,500) per car, per annum, applies only to such revenue as said cars may earn and obtain by the sale of accommodations, seats and berths while on the line and between points on the line of the said Railway Company, and over such other lines as cars are run by direction of the said Railway Company—in other words, the earnings of the Railway Company's pro rata of the line cars.

ELEVENTH

That the said Railway Company shall at its own cost and expense, keep the trucks of the said sleeping cars properly packed and lubricated, and shall keep the outside thereof and other parts that pertain to an ordinary first-class coach properly cleaned, and the said Railway Company shall pay its proportion of line expenses for supplies, etc., furnished by its own and other roads forming lines over which interchange lines of cars may be run, and for such cars of the said Palace Car Company as may perform local service on the lines of the said Railway Company, the said Railway Company shall at its own cost and expense provide links, pins, air-brake and steam-coupling hose, replace broken glass and furnish ice, water, fuel, oil and other proper material for lighting and such supplies as are usually furnished to a first-class coach.

TWELFTH

The said Railway Company agrees to furnish the said Palace Car Company without charge, at convenient points, room and convenience for airing and storing of bedding, and cleaning of cars.

THIRTEENTH

That the said Railway Company will, at its own cost and expense, renew and repair any part of said sleeping cars, whether outside or inside, which may be damaged or injured by reason of the negligence or carelessness of its employes, or by reason of any accident on its lines of railway, except when said accident or damage is caused by defective material or appliances furnished by the Palace Car Company, in which event the entire cost shall be borne by the said Palace Car Company.

FOURTEENTH

That the said Palace Car Company will indemnify and save harmless, the said Railway Company, from and against any liability to patentees of alleged inventions in respect to said sleeping cars.

FIFTEENTH

It is mutually agreed that upon the termination of this agreement, the same may be renewed by the said Railway Company upon the same terms and conditions as are contained in this agreement for a further period of ten (10) years, or the said Railway Company may purchase from the said Palace Car Company such sleeping cars as may be running locally on the lines of its railway, together with the furniture, fixtures and patent-rights, as may be necessary for the business of its railway at a fair valuation, such valuation to be determined by three disinterested parties, who shall be well acquainted with the value of such property; one to be chosen by the said Railway Company, one by the said Palace Car Company, and the two to select the third; the decision of two of such referees to be final and binding upon both parties.

SIXTEENTH

The said Palace Car Company shall not transfer or assign this agreement without the written consent of the said Railway Company; and in the event of its consolidation by lease, sale of stock or other device with Pullman's Palace Car Company, this contract shall, at the option of the said Railway Company be null and void.

SEVENTEENTH

This agreement shall terminate at the end of five (5) years from the date hereof, and during that period or any extension thereof, under the terms hereof, the said Palace Car Company shall have the exclusive right to run sleeping cars on the trains referred to herein, and the said Railway Company will not, so far as it can legally prevent it, allow or contract with any other party or company to run said class of cars on said trains over the lines of road referred to herein during the said period of five (5) years.

Provided, that in all cases in which the said Railway Company may desire to co-operate with other railroad companies in forming through lines of sleeping cars, the said Palace Car Com-

pany agrees, that cars not owned by it, may be run over the lines of the said Railway Company when necessary to secure such co-operation. But in all cases it is agreed that the said Palace Car Company shall have the right to furnish its pro rata of sleeping cars based upon the mileage of the said Railway Company in such lines; and in all sleeping cars operated in such through lines, the said Palace Car Company shall be entitled to receive all local fares for accommodations therein upon the roads of the said Railway Company, and its pro rata of all through fares based upon the mileage of the road or roads covered by this contract. No provision of this contract shall be so construed as to prevent the said Railway Company accepting from its connecting lines special rented cars or trains owned by other sleeping car or railway companies.

EIGHTEENTH

It is mutually agreed by and between the parties hereto that in case the said Railway Company shall within a period of two (2) years from the date of this agreement, give notice to the said Palace Car Company of its desire to extend the terms of this agreement from five (5) years to ten (10) years from the date of its execution, that then and in that event the sum of one and three-fourths ($1\frac{3}{4}$) cents per mile shall be paid by the said Railway Company to the said Palace Car Company for every mile run by said cars on the lines of the said Company, and for all mileage paid previous to the date of said notice, at the rate of two (2) cents per mile, a rebate of one-quarter ($\frac{1}{4}$) cent per mile shall be made. It is further understood and agreed that if within the period of two (2) years from the date of the execution of this agreement above referred to, the said Railway Company shall give notice to the said Palace Car Company of its desire to extend the term of this agreement from five years to fifteen years, then, and in that event, the sum of one and one-half ($1\frac{1}{2}$) cents per mile shall be paid by the said Railway Company to the said Palace Car Company for every mile run by said cars on the lines of the said Railway Company, and for all mileage paid previous to the date of said notice at the rate of two (2) cents per mile, a rebate of one-half ($\frac{1}{2}$) cent per mile shall be made, the intention being to give to the Railway Company two years within which to elect to make this contract one for ten years or fifteen years, as it may prefer; and in case of such election to have the benefit of the reduced mileage given under

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contracts of that character, i. e., one and three-quarters ($1\frac{3}{4}$) cents per mile if ten years, and one and one-half ($1\frac{1}{2}$) cents per mile if fifteen years, and in case it shall elect to make the term either the one or the other of such extended period, to have the benefit of such reduced rate from the date of this agreement.

NINETEENTH

And it is further agreed that in case either of said parties to this agreement shall neglect or refuse to fulfil, carry out or perform any or all of the covenants, promises and agreements herein contained, that then, and in that event, the other party hereto, on giving to the said defaulting party ninety (90) days' notice in writing of its intention, may terminate and end this agreement, and be absolved and released from all terms hereof; otherwise the said agreement to remain in full force and effect.

TWENTIETH

It is mutually understood and agreed between the parties hereto, that in the event of a decision by the courts in favor of Pullman's Car Company in any suit which may be brought against the said Railway Company by the said Pullman Company, to enforce the terms of an agreement which said Pullman Company claims to be in effect with the said Railway Company, that the said Railway Company shall thereupon be absolved and released from its obligations under the terms of this agreement.

TWENTY FIRST

With reference to Article Ninth of this agreement, it is understood that the said Railway Company shall have the right to collect from such other roads mileage upon the cars of the said Palace Car Company, at such rates as the said Railway Company is charged for mileage on any foreign sleeping cars which are run over its lines under the terms of this agreement.

TWENTY-SECOND

With reference to Article Fourth of this agreement, it is agreed that the General Officers of the said Railway Company shall be entitled to free transportation in all of the cars operated by the said Palace Car Company.

TWENTY-THIRD

With reference to Article Tenth of this agreement, it is agreed that the number of cars on which the earnings are to be figured, referred to in said Tenth Article, is the number of cars actually required to make the service, and does not include what are called "lay-over" cars, or extra cars of any description.

IN WITNESS WHEREOF, the said Railway Company and the said Palace Car Company by virtue of the authority of their respective Boards of Directors, have hereunto caused their corporate seals to be affixed, and these presents to be subscribed by their respective Presidents and Secretaries, the day and year first above written.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By H. C. ROUSE,

[SEAL] President.

C. G. HEDGE,

Secretary.

WAGNER PALACE CAR COMPANY,

By W. S. WEBB,

[Seal] President.

JAMES D. TAYLOR,

Secretary.

Joint Track Agreement.

(TEXAS JUNCTION TO ST. LOUIS.)

Of April 1st, 1893,

—BETWEEN—

St. Louis, Keokuk & Northwestern Railroad Company,

The Missouri, Kansas & Eastern Railway Company,

Missouri, Kansas & Texas Railway Company,

The Chicago, Burlington & Quincy Railroad Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

St. Louis, Keokuk & Northwestern Railroad Company,
The Missouri, Kansas & Eastern Railway Company,
Missouri, Kansas & Texas Railway Company,
AND
The Chicago, Burlington & Quincy Railroad Company,

For use of Joint Tracks and Bridge, Texas Junction to St. Louis, 24 miles.

DATE: April 1st, 1893.

PERIOD: 99 years from February 1st, 1894.

EXPIRES: February 1st, 1993.

TERMS: Fixed annual rental, 3% on cost of joint tracks and bridge, to be reduced to 2% should one or more tenants be admitted. Interest computed on cost not exceeding $3,000,000.

Proportional charge for maintenance and operation on wheelage basis.

Interest charge on permanent additions and improvements 3% per annum on cost, to be reduced to 2% should one or more tenants be admitted.

Monthly settlements.

These Articles of Agreement, made and entered into this first day of April, A. D. 1893, by and between the ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Iowa, and hereinafter called the "Keokuk Company," party of the first part; THE MISSOURI, KANSAS & EASTERN RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Missouri, and hereinafter called the "Missouri Company," party of the second part; the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Kansas, and hereinafter called the "Kansas Company," party of the third part; and THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Illinois, and hereinafter called the "Burlington Company," party of the fourth part;

WITNESSETH:

WHEREAS, The said Keokuk Company is the owner of a line of railroad extending from Keokuk, Iowa, to St. Peters, in St. Charles County, Missouri, and is now engaged in the construction of an extension of the said line of railroad, from a point about ten miles north of St. Peters, into the city of St. Louis, Missouri, including the construction of a railroad bridge across the Missouri River, at or near Bellefontaine Bluffs, under authority of the Act of the Congress of the United States, entitled: "*An act authorizing the construction of a bridge across the Missouri River at some accessible point in the county of St. Charles, in the State of Missouri, below the city of St. Charles,*" approved February 17, 1888, such bridge, when completed, to form a part of the line of the said Keokuk Company; and,

WHEREAS, The said Missouri Company, with the power to acquire, build, maintain and operate a line of railway from a junction with the line of said Kansas Company, at or near the town of Franklin, in Howard County, Missouri, through the counties of Howard, Boone, Callaway, Montgomery, Warren, St. Charles and St. Louis, into the city of St. Louis, is now engaged in the construction of its line of railroad from said

junction with the Kansas Company, through the counties above named, to a point hereinafter called "Texas Junction" where the lines of railway of the said Keokuk Company and the said Missouri Company intersect and connect, in the said county of St. Charles, north of the Missouri River; and,

WHEREAS, The said Kansas Company is the owner of, or controls, a system of railroads known as the Missouri, Kansas & Texas Railway system, extending from Hannibal, Missouri, and Junction City, Kansas, to Parsons, Kansas, and thence in a southerly direction through the Indian Territory to the north line of the State of Texas, near Denison, Texas, with branches and auxiliary lines in the States and Territory above named; and,

WHEREAS, The railroad of said Missouri Company, constructed and to be constructed, has been leased to the said Kansas Company, which said lease is to become operative when said Missouri Company shall have constructed its railroad from said town of Franklin to a point of connection with said Keokuk Company in St. Charles County, north of the Missouri River, and the railroad of the said Missouri Company will then become a a part of the system of railways of said Kansas Company; and,

WHEREAS, The said Missouri Company, for itself and the said Kansas Company, as its lessee, is desirous of securing an entrance into the city of St. Louis from the junction aforesaid north of the Missouri River, over the tracks of said Keokuk Company; and,

WHEREAS, The said Keokuk Company is willing to grant to the said Missouri Company, for itself and the said Kansas Company, as its lessee, the use of the railroad of said Keokuk Company, including the bridge across the Missouri River, from the said junction into the city of St. Louis, upon the conditions and terms hereinafter specified; and,

WHEREAS, The railroad of the said Keokuk Company connects at Keokuk, Iowa, and elsewhere, with the railroad of the said Burlington Company, and the said Keokuk Company is controlled by the said Burlington Company, and its railroad is operated as a part of the system of railroads of the said Burlington Company;

NOW, THEREFORE, The parties hereto, each of them in consideration of the covenants and agreements of the others herein contained, do hereby covenant and agree to and with each other, as follows:

ARTICLE I.

The said Keokuk Company agrees to build its railroad from the said junction with the railroad of the said Missouri Company, north of the Missouri River, into the city of St. Louis, to the north line of North Market Street in said city, and to construct as a part thereof the said bridge across the Missouri River, in conformity to the laws of Congress authorizing the same.

The said railroad between the termini above mentioned is to be a double track railroad, including the bridge, and to have all necessary facilities and appurtenances. The railroad and bridge between the points named to be completed in good, substantial condition, and ready for operation by the first day of February, 1894.

Suitable side and passing tracks and switches are to be built by said Keokuk Company along said double tracks, of sufficient capacity to accommodate the business of all trains on said railroad.

The said double track railway, including the bridge, and the necessary side and passing tracks and switches, to be hereinafter referred to as "Joint Tracks."

ARTICLE II.

The Keokuk Company hereby grants to the said Missouri Company, for the term hereinafter stated, for itself and the said Kansas Company, as its lessee, the right to use, as in this agreement provided, the joint tracks hereinbefore referred to, namely, the main double tracks between the junction north of the Missouri River and the north line of North Market Street in St. Louis, including the bridge over the Missouri River, and the necessary passing and side tracks and switches, with all the facilities and appurtenances thereto belonging, for its or its lessee's engines and trains, together with such use and benefit of the appurtenances thereunto belonging as may be or become necessary and convenient to the safe passage of the engines and trains of said Missouri Company, or said Kansas Company, as its lessee, over the said tracks.

The said Missouri Company, or the said Kansas Company, as its lessee, is also hereby granted the reasonable right to connect any side tracks owned or controlled by said Missouri Company, or said Kansas Company, as its lessee, adjacent to said joint tracks, or the right of way on which the same are located, with the said joint tracks, and to pass with the engines and cars of the said Missouri Company, or said Kansas Company, as its lessee, from and to said joint tracks to and from said side tracks.

The use hereby granted to the Missouri Company, or the Kansas Company, as its lessee, is for its own business, including all business delivered to it by connecting lines; provided, that neither the said Missouri Company nor the Kansas Company shall, under cover of this contract, permit to or provide for the use by any other railroad company of the said joint tracks.

ARTICLE III.

The connections and connecting appliances between the main track of the said Missouri Company, or the said Kansas Company as its lessee, and the joint tracks, so far as such connections and connecting appliances are upon the right of way of the Keokuk Company, shall be built by the Keokuk Company, and the cost thereof shall be added to the cost of the joint tracks, upon which rental is to be paid; the cost of maintenance of such connections and appliances shall be charged to the account of maintenance and operation, as is provided in the second subdivision of Article XI hereof; the whole cost of operation of such connections and connecting appliances shall be borne equally by the Keokuk Company and the Missouri Company, or the Kansas Company, as its lessee, each party paying one-half (1-2) thereof.

The cost of all connections, so far as they are upon the right of way of the Missouri Company, or the Kansas Company, its lessee, and of maintaining the same, shall be wholly borne by the Missouri Company, or the Kansas Company, its lessee.

Connections between the side tracks of the said Missouri Company, or the Kansas Company, as its lessee, and the joint tracks at any of the points between the termini are to be put in by the Keokuk Company and paid for by the said Missouri Company, or the Kansas Company, as its lessee.

ARTICLE IV.

The Missouri Company, or the Kansas Company, as its lessee, shall have equal right with the Keokuk Company to have and maintain a telegraph line upon the right of way occupied by the joint tracks aforesaid, either by building an independent line upon such right of way, or by placing its own wires upon the telegraph poles of the Keokuk Company.

ARTICLE V.

The Keokuk Company shall have the control of the admission and exit of the engines and trains of the Missouri Company, or the Kansas Company, as its lessee. to and from the joint tracks, and shall control the movement of such engines and trains while upon the joint tracks, and to that end shall provide reasonable rules and regulations governing the movement of all trains, provided that the engines and trains of the Missouri Company, or the Kansas Company, its lessee, shall have equal rights in all respects with the trains of the Keokuk Company, or others, on said joint tracks. Passenger trains on said joint tracks shall have preference over freight or other trains, such as is usual and customary on first-class railroads.

The trains and engines of the Missouri Company, or the Kansas Company, its lessee, are to be operated by its own employes, at its own expense, while on said joint tracks; but they are, in entering upon, in leaving, and while on said joint tracks, to be subject in their movements to the control and orders of the Keokuk Company which shall see that they are moved with proper dispatch, without any discrimination, and with equal rights of other engines and trains, whether of the Keokuk Company or others

ARTICLE VI.

The Keokuk Company reserves the right to permit other persons or corporations to use the joint tracks, including the bridge and passing tracks, in common with the companies parties to this agreement; but such admission of others to a common use of the said joint tracks shall not obstruct or hinder the Missouri Company, or the Kansas Company, as its lessee, in the fair and reasonable use of the rights granted to it by this contract.

ARTICLE VII.

The Keokuk Company reserves to itself all local traffic on the said joint tracks between intermediate points on said tracks, and between any intermediate point and either terminus of said joint tracks, and the Missouri Company and the Kansas Company, as its lessee, agree, so far as they legally may, that they will do no such local business. Should the Missouri Company, or the Kansas Company, as its lessee, from any means beyond its control, be forced to carry any such local traffic, then it shall account to the Keokuk Company for fifty per cent. of all earnings received from such local traffic.

ARTICLE VIII.

All persons engaged in the maintenance or operation of the property used jointly under this agreement shall, for the purpose of this agreement, be regarded as joint employes of the parties hereto, and of such other companies or persons as shall be admitted to joint use of such property.

But if any persons are engaged partly in the maintenance and operation of the property used jointly, and partly in service not connected with such maintenance or operation, then and in that case they shall be regarded as joint employes only to the extent of their engagement for the joint use and benefit of the parties hereto, and other parties using the said joint tracks.

It is further understood that the train employes of either party hereto, engaged in the separate service of such party, are not joint employes under this agreement.

ARTICLE IX.

In all cases of injury, loss or damage, arising in the use of said joint tracks under this agreement, each of the parties hereto shall be liable for its own negligence, or willful wrongs, and for the negligence or willful wrongs of its officers and employes, except that when both the Missouri Company, or the Kansas Company, as its lessee, and the Keokuk Company, by themselves or their officers or employes, are at fault or negligent, or when injury, loss or damage, may result from the acts of joint employes, or from unknown causes, the cost and expense thereof shall go into the joint account as an operating expense, and be charged to the account of maintenance and operation provided for in the second subdivision of Article XI hereof; and each party shall pay its proportion thereof on a wheelage basis, as other operating expenses. And if either party hereto shall at any time pay or be compelled to pay any sum or sums for which another of the parties hereto is liable, such other party hereto agrees to fully indemnify it, and reimburse to it such sum or sums, and all expense, loss and cost therein, or connected therewith.

ARTICLE X.

If traffic over the joint tracks, or business thereon, is at any time interrupted or delayed from any cause not the willful act of any of the parties hereto, then and in that case no one of the

parties hereto shall have any claim or right of action against any other, or its successors or assigns, for loss or damage of any kind caused by or resulting from such interruption or delay.

ARTICLE XI.

For the use of the joint tracks herein granted, the Missouri Company, or the Kansas Company, as its lessee, is to pay to the Keokuk Company, —

First: What shall be known as "Fixed Annual Rental," representing an agreed interest charged, and which shall be an amount equal to three (3) per cent. of the cost up to February first, 1894, of the said joint tracks, including bridges, and side and passing tracks, and switches, and all other facilities and appurtenances of said joint tracks, to be used in common by the parties hereto under this agreement; which said cost, when ascertained, shall be indorsed upon this agreement.

Said fixed annual rental shall be paid in equal monthly installments; one-twelfth (1–12) thereof being payable on the fifteenth day of March, 1894, and on the fifteenth day of each and every month thereafter during the continuance of this agreement.

Second: What shall be known as "Proportional Charge for Maintenance and Operation of the Joint Tracks," including bridges, side and passing tracks, and switches. To maintenance and operation of the joint tracks, in addition to the cost of maintaining and operating the same, is to be charged the cost of taxes, insurance, renewals and repairs, on such joint tracks and property and appurtenances.

Of cost of maintenance and operation, as hereinabove defined, the Missouri Company, or the Kansas Company, as its lessee, is to pay its proportion, monthly, according to use, which use shall be determined on what is known as the wheelage basis; that is to say: The sums to be paid monthly by the Missouri Company, or the Kansas Company, as its lessee, shall bear the same proportion to the total amount disbursed by the Keokuk Company during any calendar month, for and on account of maintenance and operation, as the number of wheels per mile that the Missouri Company, or the Kansas Company, as its lessee, shall run on or over the joint tracks, covered by this agreement, shall bear to the total number of wheels per mile run upon or over the same during the said

month by all parties using the same; but not including wheels run by working or relief trains or engines of the Keokuk Company in use for maintenance or relief purposes upon the said joint tracks.

On or before the tenth day of each month after this agreement takes effect, the said Keokuk Company shall render to the Missouri Company, or the Kansas Company, as its lessee, a true statement showing the number of wheels run by said Missouri Company, or the Kansas Company, as its lessee, upon or over the said tracks, during the last preceding calendar month, and the mileage thereof and the total number of wheels so run, and the mileage thereof, and the amount due from those companies, as their proportion of the charges to be paid by them, as hereinbefore stipulated; and the said Missouri Company and the said Kansas Company, its lessee, agree to pay to the Keokuk Company within thirty (30) days thereafter the full amount thereof.

Third: What shall be known as "Interest Charge on Permanent Additions and Improvements" to the joint tracks and property. If, during the continuance of this agreement, the Keokuk Company shall make reasonable permanent additions or improvements to the joint tracks and property covered by this contract, such as shall be properly chargeable to capital or construction account, and of which additions or improvements the Missouri Company, or the Kansas Company, as its lessee, shall have and enjoy the use and benefit, then the Missouri Company, or the Kansas Company, as its lessee, agrees to pay interest at the rate of three (3) per cent. per annum from the time of disbursement by said Keokuk Company, and during the continuance of this agreement, upon the cost of such permanent additions and improvements, payable monthly. *Provided*, that if at any time hereafter, the said Keokuk Company shall admit to the use of the joint tracks more than one other person or corporation as tenant or tenants in common with the parties hereto, and shall make additions or improvements to its property between Texas Junction and St. Louis for the accommodation of such other tenant or tenants, which additions or improvements would not have been necessary for the accommodation of the parties to this agreement and one other tenant in common with them, then and in such case neither the Missouri Company nor the Kansas Company, as its lessee, shall be required to pay any interest upon such additions or improvements made necessary as aforesaid by the admission of such additional tenant or tenants in common, unless the consent in writing of the said Missouri Company, or the said Kansas Company, as its lessee, be had before the said additions or improvements shall be made.

ARTICLE XII.

All payments herein specified to be made by the Missouri Company, or the Kansas Company, as its lessee, for fixed annual rental and interest charges, shall be payable at the office of the Keokuk Company in the city of St. Louis, in gold coin of the United States, of the present weight and fineness; all other payments herein provided for shall be made in lawful money of the United States, at the said office of the Keokuk Company.

ARTICLE XIII.

If at any time a difference should arise between the companies, parties hereto, as to whether any one or more items charged by the Keokuk Company to operation or maintenance of the joint tracks or to permanent additions to or improvements thereof have been properly charged against the Missouri Company, or the Kansas Company, as its lessee, then the matter in dispute shall be submitted to three arbitrators, one to be selected by each party hereto, and the other to be selected by the two arbitrators, and the decision of such arbitrators shall be final and conclusive upon the parties.

ARTICLE XIV.

If, hereafter, the Keokuk Company shall permit the use of the said joint tracks, or any part thereof, by any other railroad company or companies as tenant or tenants in common with the parties hereto, then, and during the period of such use by another tenant or tenants, the fixed annual rental to be paid as specified in the first subdivision of Article XI. hereof, shall be reduced from three (3) to two (2) per cent. per annum upon the cost of the said joint tracks and property, including the bridge, or such portion thereof as may be so used by another tenant or tenants; and the rate of interest charge upon permanent additions and improvements to joint tracks and property, or to or upon such part thereof as may be used by any other railroad company, as specified in the third subdivision of said Article XI. shall, during the said period, be reduced from three (3) to two (2) per cent. per annum.

ARTICLE XV.

If the said Missouri Company, or said Kansas Company, as lessee, shall fail to meet any of the payments provided for in this agreement for the peroid of sixty (60) days after the same shall become due and payable, then, and in any such case, this agree-

ment shall, at the option of the said Keokuk Company, its successors or assigns, immediately terminate and be null and void; and said Keokuk Company may, upon notice of five (5) days, remove and exclude the said Missouri Company and said Kansas Company, its lessee, and their trains and engines from the property, and every part thereof.

ARTICLE XVI.

The Keokuk Company agrees to switch and transfer cars for said Missouri Company, or said Kansas Company, its lessee, as may be required during the period of this agreement by the Missouri Company, or the Kansas Company, its lessee, in the city of St. Louis, between such delivery tracks as said Keokuk Company may designate and other points within said city reached by its tracks; and said Missouri Company and said Kansas Company, its lessee, in further consideration of this contract, and the rights herein granted to enter the said city over the main tracks aforesaid, expressly agree to pay such reasonable charges for switching and transfer service, and for the use of any side tracks belonging to said Keokuk Company incidental thereto as the said Keokuk Company may from time to time establish, in accordance with the prevailing custom of railroad companies doing business in said city.

In the event of any controversy at any time arising between the parties as to the reasonableness of charges made by the Keokuk Company for services rendered under this Article, such controversy shall be determined in view of all the provisions of this contract, and all other circumstances, except that no ordinance of the city of St. Louis shall be considered or given any effect.

But nothing in this article contained shall be construed to require the said Keokuk Company to furnish to or provide for the said Missouri Company, or said Kansas Company, as its lessee, any terminal facilities whatever in the city of St. Louis; but they shall provide for themselves all proper side tracks and terminals in said city.

ARTICLE XVII.

If at any time hereafter, by operation of law, or because of any judicial process, the Missouri Company, or the Kansas Company, or any successor or assign, trustee or receiver thereof, or of either thereof, shall have the option to terminate this agreement, then and in any such case the said Keokuk Company, its successors and assigns, shall also have the option to terminate it.

ARTICLE XVIII.

The said Kansas Company hereby covenants and agrees to carry out all of the conditions and obligations by this contract imposed upon it or the said Missouri Company; and the said Burlington Company, party of the fourth part, hereby guarantees that said Keokuk Company will carry out all the conditions and obligations by this agreement imposed upon it.

ARTICLE XIX.

The joint tracks, including the bridge over the Missouri River, provided for in this contract, shall be ready for the joint use of the parties hereto on February first, 1894; and the joint use herein provided for, shall begin on that day, and rent under this contract shall accrue from that time, and this contract shall continue in force from such date for the full term of ninety-nine (99) years.

IN WITNESS WHEREOF, the parties hereto have signed their corporate names, by their respective Presidents, and affixed their corporate seals, attested by their respective Secretaries duly authorized thereunto, the day and year first above written.

Executed in quadruplicate.

ST. LOUIS, KEOKUK & NORTHWESTERN
RAILROAD COMPANY,

By W. W. BALDWIN,

[SEAL] President.

Attest:

W. C. MAXWELL,
Secretary.

THE MISSOURI, KANSAS & EASTERN
RAILWAY COMPANY,

By E. C. SIMMONS,

[SEAL] President

Attest:

G. D. DANA,
Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By H. C. ROUSE,

[SEAL] President.

Attest:

C. G. HEDGE,

Secretary.

THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

By C. E. PERKINS,

[SEAL] President.

Attest:

T. S. HOWLAND,

Secretary.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

On this 15th day of April, A. D., 1893, before me, a notary public within and for the county and State aforesaid, appeared W. W. Baldwin, to me personally known, who, being duly sworn, did say that he is the President of the St. Louis, Keokuk & Northwestern Railroad Company, a corporation organized and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. W. Baldwin acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name, and affixed my notarial seal, the day and year last above written.

My commission expires July 4th, 1894.

W. D. EATON,

[SEAL] Notary Public.

STATE OF MISSOURI, }
CITY OF ST. LOUIS. } ss.

On this 17th day of April, A. D. 1893, before me, a notary public within and for the city and State aforesaid, appeared E. C. Simmons, to me personally known, who, being duly sworn, did say that he is the President of The Missouri, Kansas & Eastern Railway Company, a corporation organized and existing under the laws of the State of Missouri, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said E. C. Simmons acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name, and affixed my notarial seal, the day and year last above written.

My commission expires April 7th, 1895.

JOHN S. KING,
[SEAL] Notary Public.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

On this 19th day of April, A. D. 1893, before me, a notary public within and for the city, county and State aforesaid, appeared H. C. Rouse, to me personally known, who, being duly sworn, did say that he is the President of the Missouri, Kansas & Texas Railway Company, a corporation organized and existing under the laws of the State of Kansas, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said H. C. Rouse acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name, and affixed my notarial seal, the day and year last above written.

My commission expires March 30th, 1894.

JAS. B. SWAIN JR.,
[SEAL] Notary Public.
Kings County, N. Y.

State of Massachusetts, } ss.
County of Suffolk. }

On this 21st day of April, A. D. 1893, before me, a notary public within and for the county and State aforesaid, appeared C. E. Perkins, to me personally known, who, being duly sworn, did say that he is the President of The Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said C. E. Perkins acknowledged the said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal, the day and year last above written.

My commission expires June 8th, 1894.

W. J. LADD.

[seal] Notary Public.

Agreement

SUPPLEMENTARY TO

Joint Track Agreement

Of April 1st, 1893,

AND ITS SUPPLEMENT OF SAME DATE

—BETWEEN—

St. Louis, Keokuk & Northwestern Railroad Company,

The Missouri, Kansas & Eastern Railway Company,

Missouri, Kansas & Texas Railway Company,

The Chicago, Burlington & Quincy Railroad Company.

Dated January 30, 1895.

Memorandum of Agreement, supplementary to the Joint Track Agreement of April 1, 1893, and its supplement of the same date, between the parties hereto, made and entered into this thirtieth day of January, 1895, between the ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY, THE MISSOURI, KANSAS & EASTERN RAILWAY COMPANY, the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, and THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

WITNESSETH:

WHEREAS, Questions have arisen between the parties thereto and hereto, as to the propriety of certain items in an account heretofore rendered by the St. Louis, Keokuk & Northwestern Railroad Company to The Missouri, Kansas & Eastern and Missouri, Kansas & Texas Railway Companies of the cost of the railway, bridge and appurtenances constructed by said St. Louis, Keokuk & Northwestern Railroad Company, to be used by said Missouri, Kansas & Eastern Railway Company and said Missouri, Kansas & Texas Railway Company under the said agreement of April 1, 1893, said account amounting in the aggregate, up to and including February 28, 1894, to the sum of two million nine hundred and thirty five thousand two hundred and ninety-three dollars and thirty-one cents (2,935,293.31), and

WHEREAS, The said The Missouri, Kansas & Eastern and Missouri, Kansas & Texas Railway Companies will not have had during the year from March 4, 1894, to March 3, 1895, inclusive, the full benefit of said bridge, railway and appurtenances, by reason of delay in the completion thereof:

NOW, THEREFORE, in consideration of the premises, it is agreed between the parties hereto, as follows:

FIRST.—That the fixed annual rental provided for in the first subdivision of Article XI. of the Joint Track Agreement of April 1, 1893, to be paid by the said The Missouri, Kansas & Eastern and Missouri, Kansas & Texas Railway Companies for the first year, ending on March 3, 1895, of occupancy and operation of the said bridge, railway and appurtenances, shall be

seventy-five thousand dollars ($75,000) and no more, instead of three (3) per cent. upon the cost of said premises, as provided in said agreement of April 1, 1893, and that the rental provided in the first subdivision of Article XI. of said agreement of April 1, 1893, as modified by clause fourth of this supplemental agreement, shall begin upon March 4, 1895, and that the payment of the said sum of seventy-five thousand dollars ($75,000) for the first year ending March 3, 1895, shall also be in full payment for all extra services and facilities, if any, afforded by the said St. Louis, Keokuk & Northwestern Railroad Company to The Missouri, Kansas & Eastern and Missouri, Kansas & Texas Railway Companies on account of the unfinished condition of the premises mentioned and described in said agreements of April 1, 1893, during the year ending March 3, 1895, and which extra services and facilities would not have been required had the second track been completed.

SECOND.—That, without regard to the actual cost of the said bridge, railway and appurtenances, up to and including February 28, 1894, as stated in the account heretofore rendered by the St. Louis, Keokuk & Northwestern Railroad Company to The Missouri, Kansas & Eastern and Missouri, Kansas & Texas Railway Companies, the said account shall stand as though it had been rendered as of February 28, 1894, for the gross sum of two million seven hundred thousand dollars ($2,700,000.)

THIRD.—That the said bridge, railway and appurtenances shall be completed in conformity with the plans now existing, within the earliest time consistent with good workmanship, and that the cost of the completion of said premises, and the rental thereon, shall come under the provisions and limitations of the following clause of this supplementary agreement, marked "Fourth." and not under the third subdivision of Article XI. of the agreement of April 1, 1893.

FOURTH.—Notwithstanding the terms of the said first subdivision of Article XI. of said agreement of April 1, 1893, The Missouri, Kansas & Eastern and the Missouri, Kansas & Texas Railway Companies shall not be required to pay, as fixed annual rental for the said bridge, railway and appurtenances, when completed in conformity with the plans now existing, a sum in excess of three (3) per cent. per annum on three million dollars ($3,000,000), although the actual cost of the same may be greater than three million dollars ($3,000,000); but should the actual cost be less than the said sum of three million dollars ($3,000,000),

then the said companies shall pay, as such rental, three (3) per cent. per annum upon such actual cost. It is agreed that such actual cost shall be ascertained as follows, viz.:

(*A.*) Starting with the sum of two million seven hundred thousand dollars ($2,700,000), which is the agreed cost up to and including the 28th day of Februrry, 1894, as fixed in clause "Second" hereof, there shall be added thereto all expenditures made by the said St. Louis, Keokuk and Northwestern Railroad Company from March 1, 1894, to February 28, 1895, both inclusive, but no interest upon such expenditures, nor upon the two million seven hundred thousand dollars ($2,700,000) shall be charged as part of the cost. There shall, however, be deducted from the said account all sums received or to be received by the said St. Louis, Keokuk & Northwestern Railroad Company from March 1, 1894, to February 28, 1895, both inclusive, from sales of plant, machinery and structures, the cost of which has at any time been charged as part of the cost of the premises described in and covered by said agreement of April 1, 1893, and all salvage, if any, made during said period, by said last named company on items so charged in said account of two million nine hundred and thirty-five thousand two hundred and ninety-three dollars and thirty-one cents ($2.935,593.31), or subsequent thereto. The sum obtained by adding to the two million seven hundred thousand dollars ($2,700,000) the net expenditures up to and including the 28th day of February, 1895, limited by the maximum amount of three million dollars ($3,00,0000) as above, shall be that upon which interest at the rate of three (3) per cent. per annum shall be paid, as rental, from the 4th day of March, 1895, to the 31st day of March, 1895, both inclusive.

(*B.*) Upon the 1st day of April, 1895, there shall be added to the cost of the said premises on the 1st day of March, 1895, ascertained as above, the net expenditures during the month of March, 1885, and upon the gross sum thus obtained, but limited to three million dollars ($3,000,000), the rental for the said month of April shall be computed at the rate of three (3) per cent. per annum; it being understood that no interest shall be charged on such expenditures, and that the said account shall be credited with all sums received from sales, as aforesaid, and all salvage, as aforesaid, if any, on any item contained in any account theretofore rendered. To the cost on the 1st day of April, 1895, ascertained as above, shall be added the net expenditures during April, 1895, computed in the same manner as for the month of March, and the sum thus obtained, but limited to three million

dollars ($3,000,000) shall be the basis for computing the said rental for the month of May, 1895, and so on for each succeeding month until the said work shall be completed in conformity with the plans now existing; and thereupon the actual cost, so ascertained in accordance with the provisions of this supplemental agreement, shall be endorsed on the said Joint Track Agreement of April 1, 1893, as the sum upon which the fixed annual rental provided for in the first subdivision of Article XI. of said agreement is thereafter to be computed; provided, however, that if said actual cost be in excess of three million dollars ($3,000,000), said rental shall be computed on the sum of three million dollars ($3.000,000), and not upon said actual cost so endorsed upon said agreement of April 1, 1893; and provided, further, that any sums received from sales, as aforesaid, after such endorsement, and all other salvage, if any, made after such endorsement, and whenever made after such endorsement on items which theretofore entered into the account, shall be deducted from said actual cost so endorsed upon said agreement, and if said deduction shall reduce the actual cost below three million dollars ($3,000,000), then said rental shall be computed upon said actual cost, and not upon said sum of three million dollars ($3,000,000).

FIFTH.—The said Missouri, Kansas & Texas Railway Company hereby covenants and agrees to carry out all of the conditions and obligations imposed by this agreement, and the agreements dated April 1, 1893, to which this agreement is supplementary, upon it or the said The Missouri, Kansas & Eastern Railway Company; and the said Chicago, Burlington & Quincy Railroad Company hereby guarantees that the said St. Louis, Keokuk & Northwestern Railroad Company will carry out all the conditions and obligations imposed upon it by this agreement and the agreements dated April 1, 1893, to which this agreement is supplementary.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective Presidents or Vice-Presidents, and their corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY,

[SEAL] By W. W. BALDWIN,
Attest. President.

H. E. JARVIS,
Ass't Secretary.

THE MISSOURI, KANSAS & EASTERN RAILWAY COMPANY,

[SEAL] By E. C. SIMMONS,

Attest President.

GEO. D. DANA,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

[SEAL.] By HENRY C. ROUSE,

Attest: President.

C. G. HEDGE,

Secretary.

THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

[SEAL.] By C. E. PERKINS,

Attest: President.

T. S. HOWLAND.

Secretary.

STATE OF IOWA,)
COUNTY OF DES MOINES,) ss.:

On this 12th day of March, 1895, before me appeared W. W. Baldwin, to me personally known, who, being by me duly sworn, did say that he is the President of the St. Louis, Keokuk & Northwestern Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. W. Baldwin acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 12th day of March, 1895.

W. F. McFARLAND,

[SEAL] Notary Public.

STATE OF IOWA,
COUNTY OF DES MOINES, } ss.:

On this 12th day of March, 1895, before me appeared H. E. Jarvis, to me personally known, who being by me duly sworn, did say that he the Assistant Secretary of the St. Louis, Keokuk & Northwestern Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. E. Jarvis acknowledged said instrument to be the free act and deed of said corporation, and that he attested the same as such assistant secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 1895.

W. F. McFARLAND,

[SEAL] Notary Public.

STATE OF MISSOURI,
CITY OF ST. LOUIS. } ss.:

On this 14th day of March, 1895, before me appeared E. C. Simmons, to me personally known, who being by me duly sworn, did say that he is President of The Missouri, Kansas & Eastern Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. C. Simmons acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of March, 1895.

J. H. HILL,

[SEAL.] Notary Public.

My commission expires September 8, 1898.

STATE OF MISSOURI, } ss.:
CITY OF ST. LOUIS, }

On this 18th day of March, 1895, before me appeared Geo. D. Dana, to me personally known, who being by me duly sworn, did say that he is the Secretary of The Missouri, Kansas & Eastern Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation: that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Geo. D. Dana acknowledged said instrument to be the free act and deed of said corporation, and that he attested the same as such secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of March, 1895.

J. H. HILL,
[SEAL.] Notary Public

My commission expires September 8, 1898.

STATE OF TEXAS, } ss.:
COUNTY OF DALLAS, }

On this 7th day of March, 1895, before me appeared Henry C. Rouse, to me personally known, who, being by me duly sworn, did say that he is the President of the Missouri, Kansas & Texas Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Henry C. Rouse acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of March, 1895.

C. B. GILLESPIE,
[SEAL.] Notary Public,
Dallas County,
Texas.

STATE OF NEW YORK, }
COUNTY OF NEW YORK } ss.

On this 16th day of March, 1895, before me appeared Charles G. Hedge, to me personally known, who being by me duly sworn, did say that he is the Secretary of the Missouri, Kansas & Texas Railway Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation: that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles G. Hedge acknowledged said instrument to be the free act and deed of said corporation and that he attested the same as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of March, 1895.

N. A. ELSBERG,

[SEAL.] Notary Public (No. 68),
City and County of New York.

STATE OF IOWA, }
COUNTY OF DES MOINES, } ss.:

On this 12th day of March, 1895, before me appeared C. E. Perkins, to me personally known, who being by me duly sworn, did say that he is President of The Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. E. Perkins acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF. I have hereunto set my hand and official seal this 12th day of March, 1895.

W. F. McFARLAND,

[SEAL.] Notary Public.

STATE OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

On this 16th day of March, 1895, before me appeared T. S. Howland, to me personally known. who being by me duly sworn, did say that he is the Secretary of The Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said T. S. Howland acknowledged said instrument to be the free act and deed of said corporation, and that he attested the same as such secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of March, 1895.

DANIEL C. STANWOOD,

[SEAL.] Notary Public.

RESOLUTIONS AUTHORIZING THE EXECUTION OF THIS AGREEMENT ADOPTED BY THE COMPANIES PARTIES THERETO.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY.

I, H. E. JARVIS, Assistant Secretary of the St. Louis, Keokuk & Northwestern Railroad Company, hereby certify that, at a called meeting of the Board of Directors of said Company, held at Boston, Mass., January 30, 1895, a quorum being present, the following among other proceedings were had, as shown by the records of the Company:

"The Chairman presented to the meeting a contract under date of January 30, 1895, between this Company, The Missouri, Kansas & Eastern Railway Company, the Missouri, Kansas & Texas Railway Company, and The Chicago, Burlington & Quincy Railroad Company, supplementary to the contract between the same parties under date of April 1, 1893, and providing for certain modifications thereof.

"On motion of Mr. Paine.

"Voted, that the President and Secretary of this Company be and they are hereby authorized to execute in quadruplicate the said supplementary contract under date of January 30, 1895."

WITNESS my hand and the seal of said Company, this twentieth day of March, 1895.

H. E. JARVIS,

[SEAL.] Ass't Sec'y St. L., K. & N. W. R. R. Company.

THE MISSOURI, KANSAS & EASTERN RAILWAY COMPANY.

The President submitted a Supplemental Agreement to the Joint Track Agreement of April 1, 1893, between the St. Louis, Keokuk & Northwestern Railroad Company, The Missouri, Kan-

sas & Eastern Railway Company, Missouri, Kansas & Texas Railway Company, and The Chicago, Burlington & Quincy Railroad Company, dated January 30, 1895, which was read.

On motion duly seconded it was

Resolved, That the Supplemental Agreement entered into between the St. Louis, Keokuk & Northwestern Railroad Company, The Missouri, Kansas & Eastern Railway Company, Missouri, Kansas & Texas Railway Company and The Chicago, Burlington & Quincy Railroad Company, on the 30th day of January, 1895, be and the same hereby is ratified, confirmed and approved, and the President and Secretary be and they hereby are authorized and directed to execute the said Supplementary Agreement.

I, C. G. HEDGE, Assistant Secretary of the Missouri, Kansas & Eastern Railway Company, do hereby certify that the foregoing is a true and correct copy of a resolution passed at a meeting of the Executive Committee of the Board of Directors of The Missouri, Kansas and Eastern Railway Company, held at the office of the Company, in St. Louis, Missouri, on the nineteenth day of February, A. D. 1895.

IN WITNESS WHEREOF, I have signed my name as Assistant Secretary, and affixed the corporate seal of the Company, this 20th day of March, A. D. 1895.

C. G. HEDGE,
Assistant Secretary.

[SEAL.]

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

The President submitted a Supplementary Agreement to the Joint Track Agreement of April 1, 1893, between the St. Louis, Keokuk & Northwestern Railroad Company, The Missouri, Kansas & Eastern Railway Company, Missouri, Kansas & Texas Railway Company, and The Chicago, Burlington & Quincy Railroad Company, dated January 30, 1895, which was read.

On motion duly seconded, it was

Resolved, That the Supplemental Agreement entered into between the St. Louis, Keokuk & Northwestern Railroad Company, The Missouri, Kansas & Eastern Railway Company, Missouri, Kansas & Texas Railway Company, and The Chicago, Burlington & Quincy Railroad Company on the 30th day of January, 1895, be and the same hereby is ratified, confirmed and approved, and the President and Secretary be and they hereby are authorized and directed to execute the said Supplemental Agreement.

I, C. G. HEDGE, Secretary of the Missouri, Kansas & Texas Railway Company, do hereby certify that the foregoing is a true and correct copy of a resolution passed at a meeting of the Executive Committee of the Board of Directors of the Missouri, Kansas & Texas Railway Company, held at the office of the Company, in the City of New York, on the 31st day of January, A. D. 1895.

IN WITNESS WHEREOF, I have signed my name as Secretary and affixed the corporate seal of the Company, this 20th day of March, A. D. 1895.

C. G. HEDGE,
Secretary.

[SEAL.]

THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

BOSTON, March 19, 1885.

At a meeting of the Board of Directors of The Chicago, Burlington & Quincy R. R. Company, held January 30, 1895, the following vote was passed:

"The Chairman presented to the meeting a contract under date of January 30, 1895, between the St. Louis, Keokuk & Northwestern Railroad Company, The Missouri, Kansas & Eastern Railway Company, the Missouri, Kansas & Texas Railway Company and this Company, supplementary to the contract between the same parties under date of April 1, 1893, and providing for certain modifications thereof, in which supplementary contract this Company guarantees the performance by the St. Louis, Keokuk & Northwestern Railroad Company of all obligations therein assumed by it.

On motion,

Voted, that the President and Secretary of this Company be and they are hereby authorized to execute in quadruplicate the said supplementary contract under date of January 30, 1895."

Attest:

W. J. LADD,
Clerk of the Board.

Attest:

T. S. HOWLAND,
Secretary.

[SEAL.]

Freight Terminal Agreement.

(ST. LOUIS.)

Of April 1st, 1893,

BETWEEN

St. Louis, Keokuk & Northwestern Railroad Company,

The Missouri, Kansas & Eastern Railway Company,

Missouri, Kansas & Texas Railway Company,

The Chicago, Burlington & Quincy Railroad Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

St. Louis, Keokuk & Northwestern Railroad Company,
The Missouri, Kansas & Eastern Railway Company,
Missouri, Kansas & Texas Railway Company,
AND
The Chicago, Burlington & Quincy Railroad Company,

Covering Joint use of Freight Terminals at St. Louis.

DATE: April 1st, 1893.

PERIOD: 4 years from February 1st, 1894, and thereafter until terminated by twelve months' notice by either party.

TERMS: Fixed rental, $40,000 per annum.

Proportional charge for maintenance and operation based upon number of cars handled.

Proportional charge for labor in handling freight on tonnage basis.

Interest charge on permanent additions and improvements based upon number of cars handled, at rate of six per cent. per annum on cost.

Monthly settlements.

These Articles of Agreement, made and entered into this first day of April, A. D. 1893, by and between the ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Iowa, and hereinafter called the "Keokuk Company," party of the first part; THE MISSOURI, KANSAS & EASTERN RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Missouri, and hereinafter called the "Missouri Company," party of the second part; the MISSOURI KANSAS & TEXAS RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Kansas, and hereinafter called the "Kansas Company," party of the third part; and THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Illinois, and hereinafter called the "Burlington Company" party of the fourth part;

WITNESSETH:

WHEREAS, The said Keokuk Company is the owner of a line of railroad extending from Keokuk, Iowa, to St. Peters, in St. Charles County, Missouri, and is now engaged in the construction of an extension of the said line of railroad, from a point about ten miles north of St. Peters into the city of St. Louis, Missouri, including the construction of a railroad bridge across the Missouri River at or near Bellefontaine Bluffs, under authority of the Act of the Congress of the United States, entitled "*An act authorizing the construction of a bridge across the Missouri River at some accessible point in the county of St. Charles in the State of Missouri, below the city of St. Charles*," approved February 17, 1888, such bridge, when completed, to form a part of the line of the said Keokuk Company; and,

WHEREAS, The said Missouri Company, with the power to acquire, build, maintain and operate a line of railway from a junction with the line of said Kansas Company, at or near the town of Franklin, in Howard County, Missouri, through the counties of Howard, Boone, Callaway, Montgomery, Warren, St. Charles and St. Louis, into the city of St. Louis, is now engaged in the construction of its line of railroad from said

junction with the Kansas Company, through the counties above named, to a point hereinafter called "Texas Junction" where the lines of railway of the said Keokuk Company and the said Missouri Company intersect and connect, in the said county of St. Charles, north of the Missouri River; and,

WHEREAS, The said Kansas Company is the owner of, or controls, a system of railroads known as the Missouri, Kansas & Texas Railway system extending from Hannibal, Missouri, and Junction City, Kansas, to Parsons, Kansas, and thence in a southerly direction through the Indian Territory to the north line of the State of Texas near Denison, Texas, with branches and auxiliary lines in the States and Territory above named: and,

WHEREAS, The railroad of said Missouri Company, constructed and to be constructed, has been leased to the said Kansas Company, which said lease is to become operative when said Missouri Company shall have constructed its railroad from said town of Franklin to a point of connection with said Keokuk Company in St. Charles County, north of the Missouri River, and the railroad of the said Missouri Company will then become a a part of the system of railways of said Kansas Company; and,

WHEREAS, The railroad of the said Keokuk Company connects at Keokuk, Iowa, and elsewhere, with the railroad of the said Burlington Company, and the said Keokuk Company is controlled by the said Burlington Company, and its railroad is operated as a part of the system of railroads of the said Burlington Company; and,

WHEREAS, The parties hereto have this day made and entered into Articles of Agreement for the use, by the said Missouri Company and the said Kansas Company, of certain tracks and property of the said Keokuk Company, between the point of junction of their several railroads, at Texas Junction, aforesaid, and the north line of North Market Street in the city of St. Louis, to which agreement reference is hereby had, and which is hereinafter referred to as the "Joint Track Agreement:" and,

WHEREAS, The said Keokuk Company has in course of construction certain freight yards and freight houses, and other terminal facilities in the city of St. Louis; and,

WHEREAS, The said Missouri Company is desirous of securing for itself and the said Kansas Company, as its lessee, the joint use with the said Keokuk Company of the aforesaid freight terminals and freight houses of said Keokuk Company, and of

making provision for receiving, delivering, and handling cars and freight of the said Missouri Company and the said Kansas Company, its lessee, in the city of St. Louis; and,

WHEREAS, The said Keokuk Company is willing to grant such use of said freight terminals, including side tracks, switches, freight yards and freight houses, and properties and lands pertaining thereto, to said Missouri Company, for itself and said Kansas Company, its lessee, and to receive, store and deliver, move and handle the cars and freight of the said Missouri Company and said Kansas Company, its lessee;

NOW, THEREFORE, The parties hereto, each of them in consideration of the covenants and agreements of the others herein contained, do hereby covenant and agree to and with each other as follows:

ARTICLE I.

The said Keokuk Company agrees to complete and have ready for use at the time the parties hereto begin using the joint tracks provided for in the aforesaid Joint Track Agreement, and appertaining to and connected therewith, sufficient and adequate freight terminals, including freight yards, side tracks, switches and freight houses, with the necessary lands, to reasonably and expeditiously accommodate the freight business of the said Keokuk Company, the said Missouri Company, and the said Kansas Company, its lessee, and thereafter to maintain such facilities, adequate to the transaction of the freight business of all the parties hereto, during the period of this agreement.

ARTICLE II.

The said Keokuk Company hereby grants to the said Missouri Company, for the term hereinafter stated, for itself and the said Kansas Company, as its lessee, the right to the joint use, with the said Keokuk Company, of the freight terminals of the said Keokuk Company in the city of St. Louis, including the freight yards, side tracks, switches and freight houses, with the necessary lands and the appurtenances thereto belonging.

The freight terminals, the use of which is hereby granted to the said Missouri Company, for itself and the said Kansas Company, as its lessee, in existence at the time the use thereof under this contract begins, are to be shown by a map or plat attached hereto at that time, and made a part hereof.

Such additions and improvements to said freight terminals as may be made subsequent to the commencement of operations

under this agreement, and to which, by this agreement, the said Missouri Company, and the said Kansas Company, as its lessee, may become entitled to the joint use of, shall be shown by maps or plats to be attached hereto, from time to time, with appropriate indorsements thereon, showing that they are parts of the freight terminals covered by this contract.

By "freight terminals," when used in this agreement is meant the side tracks, tracks to private industries, switches, freight yards, freight houses and lands, and properties used and to be used in the freight business of the Keokuk Company in the city of St. Louis.

The said use above granted is for the business of the said Missouri Company, or of the said Kansas Company, as its lessee, including all business delivered to either of them by connecting lines; provided, that neither the said Missouri Company nor the said Kansas Company shall, under cover of this agreement, permit to or provide for the use by any other railroad company of the said freight terminals.

ARTICLE III.

In order to preserve unity and avoid conflict in the operation of the said freight terminals in St. Louis, it is agreed that the said Keokuk Company shall move, store and handle, receive and deliver, all the freight cars and freight of the Missouri Company and the Kansas Company, as its lessee, while in, upon or about the aforesaid freight terminals in St. Louis, and, in the first instance, pay all the cost and expense thereof, and be reimbursed therefor by the Missouri Company and the Kansas Company, its lessee, as hereinafter provided.

ARTICLE IV.

The said Keokuk Company agrees to receive, move, store, handle and deliver at, on and from its freight terminals within the city of St. Louis, all the freight traffic of the said Missouri Company and the said Kansas Company, as its lessee, in a reasonable and expeditious manner, and in a manner equally as expeditious and careful as the said Keokuk Company handles its own freight traffic, and upon equal terms therewith. The said Keokuk Company shall designate and set apart for the use of the freight traffic of the said Missouri Company and the said Kansas Company, its lessee, adequate tracks, appropriately situated, for breaking up and making up trains of the said Missouri Company and the Kansas Company, its lessee, and shall designate and set apart for the use of the freight traffic of the said Missouri Company and the

Kansas Company, its lessee, adequate and reasonable reception and delivery points or tracks, and a fair and adequate proportion of tracks for loading and unloading freight cars and storing freight, and a fair and adequate proportion of any and all other freight facilities and accommodations, owned or used by the said Keokuk Company in connection with its freight terminals at St Louis, including a reasonable, adequate and fair proportion of the room and facilities of the freight houses of the said Keokuk Company, taking into consideration the relative number of tons of freight handled through said freight houses.

The Keokuk Company agrees to receive, move, store, handle and deliver the freight traffic of the Missouri Company and the said Kansas Company, its lessee, for delivery or shipment, reasonably and expeditiously, and without any preference or discrimination in favor of the freight traffic of said Keokuk Company over that of the same class of the said Missouri Company and the Kansas Company, its lessee. The Missouri Company and the Kansas Company, its lessee, reserve the right to appoint their own agents, and provide for their own billing of their business on said freight terminals, if they shall deem proper.

It is further agreed and understood that the engines of the Missouri Company and the Kansas Company, its lessee, used on the joint tracks and freight terminals of the parties hereto hereinbefore referred to, are to be taken care of in St. Louis by the employes of the Keokuk Company, except so far as the Missouri Company, or the Kansas Company, as its lessee, may elect to furnish its own men to care for such engines. For such care, the Keokuk Company shall charge the cost thereof to the Missouri Company and the Kansas Company, its lessee, but it is agreed that the Keokuk Company shall not be responsible for any loss or damage to said engines in consequence of fire or accident. It is also agreed that if the said Missouri Company, or the Kansas Company, its lessee, elects to furnish its own men to care for its engines, as herein provided, they shall be under the supervision and direction of the officers of the Keokuk Company when on its premises.

ARTICLE V.

If traffic over the tracks of the said freight terminals in St. Louis, or business in, on or about the said freight terminals, is at any time interrupted or delayed from any cause not the willful act of any of the parties hereto, then and in that case no one of the parties hereto shall have any claim or right of action against any other, or its successors or assigns, for loss or damage of any kind, caused by or resulting from such interruption or delay.

ARTICLE VI.

The said Keokuk Company shall keep true and just accounts subject to the inspection of the said Missouri Company, or the said Kansas Company, as its lessee, of the cost and expense of the operation and maintenance of the said freight terminals in St. Louis, and of all the freight traffic thereon. Such accounts shall be so kept as, among other things, to show the cost of the labor required in handling the freight traffic through the freight houses of said freight terminals separately from the other costs of maintenance and operation of said freight terminals and freight traffic.

ARTICLE VII.

The Keokuk Company reserves the right to permit other persons or corporations to use the said freight terminals in common with the companies parties to this agreement; but such admission of others to a common use of the said freight terminals shall not obstruct or hinder the Missouri Company, or the Kansas Company, as its lessee, in the fair and reasonable use of the rights granted to it by this contract.

ARTICLE VIII.

All persons engaged in the maintenance or operation of said freight terminals, and in handling the freight traffic thereon, shall, for the purpose of this agreement, be regarded as the joint employes of the parties hereto, and of such other companies or persons as shall be admitted to joint use of such property. But if any persons are engaged partly in the maintenance and operation of said freight terminals, and the traffic thereon, and partly in service not connected with such maintenance and operation, then and in that case they shall be regarded as joint employes only to the extent of their engagement for the joint use and benefit of the parties hereto, and other parties using the said freight terminals.

ARTICLE IX.

In all cases of injury, loss or damage, arising in the use of said freight terminals under this agreement, each of the parties hereto shall be liable for its own negligence or willful wrongs, and for negligence or willful wrongs of its officers and employes, except that when both the Missouri Company, or the Kansas Company, its lessee, and the Keokuk Company, by themselves or their officers or employes, are at fault or negligent, or when injury, loss or damage, may result from the

acts of joint employes, or from unknown causes, the cost and expense thereof shall go into the joint account as an operating expense, and be charged to the account of maintenance and operation provided for in the third sub-division of Article X hereof; and each party shall pay its proportion thereof on a wheelage basis, as other operating expenses, unless such injury, loss or damage, grows out of the handling of freight through the freight houses in which case each party shall pay its proportion of the cost and expense thereof on a tonnage basis, as is in said third subdivision provided for the division of the expense of handling freight through said freight houses.

And if either party hereto shall at any time pay or be compelled to pay any sum or sums for which another of the parties hereto is liable, such other party hereto agress to fully indemnify it, and reimburse to it such sum or sums, and all expense, loss and costs therein, or connected therewith.

ARTICLE X.

For the use of the freight terminals herein granted, and in consideration of the Keokuk Company caring for and handling the freight traffic of the Missouri Company and the Kansas Company, as its lessee, as herein provided, on such terminals, the said Missouri Company and the said Kansas Company, as its lessee, agree to pay to the Keokuk Company, its successors or assigns, at the times and in the manner as follows, to wit:

First: What shall be known as "Fixed Rental" representing an agreed interest charge on the original cost of the said freight terminals, at the time operations under this contract shall begin, and which fixed rental, it is hereby agreed, shall be forty thousand dollars ($40,000.00) per year, payable monthly, the one-twelfth (1–12) thereof being payable on the fifteenth day of March, 1894, and on the fifteenth day of each and every month thereafter during the continuance of this agreement.

Second: What shall be known as "Interest Charge on Permanent Additions and Improvements" to said freight terminals. If, during the existence of this contract, the Keokuk Company shall make reasonable permanent additions or improvements to the freight terminals in St. Louis, covered by this contract, such as shall be properly chargeable to capital or construction account, and of which additions and improvements the said Missouri Company and the said Kansas Company, as its lessee, shall have and enjoy the use and benefit, then the Missouri Company and the said Kansas Company, as its lessee, agree to pay to the Keokuk Company a proportion, upon the basis of cars handled on said

freight terminals, of the interest, from the time of disbursement for such permanent additions and improvements, at the rate of six (6) per cent. per annum, upon all sums expended by the said Keokuk Company for such additions and improvements to said freight terminals.

Third: What shall be known as "Proportional Charge for Maintenance and Operation" of the said freight terminals and for the handling of the traffic thereon. All amounts disbursed by the Keokuk Company during the last preceding calendar month for or on account of the cost and expense of handling and conducting the freight traffic on said freight terminals in the city of St. Louis, including interest at the rate of six (6) per cent. per annum upon the value of all engines employed thereon, to be ascertained at the time such engines are employed in the service, during the time they are so employed, shall be charged to maintenance and operation of the said freight terminals and handling of the freight traffic thereon.

All amounts disbursed by the Keokuk Company during the last preceding calendar month for or on account of cost and expense of superintending, maintaining, caring for, protecting and operating, the said freight terminals for freight purposes, including the insurance thereof, and amounts paid on account of taxes or assessments levied or assessed against the same, and for injury, loss or damage, as in Article IX provided, shall be charged to the cost of maintenance and operation of freight terminals and handling of freight traffic thereon.

It is understood, however, that no part of the salaries of the General Officers, Counsel or Attorneys of the Keokuk Company, or other employes on the general pay-roll of that company, and whose duties are not immediately connected with said freight terminals and the traffic thereon, shall be charged to the operation and maintenance of said freight terminals and traffic thereon.

The Missouri Company and the said Kansas Company, as its lessee, agree to pay that proportion of the cost of labor required to handle freight through the freight houses of said freight terminals which the number of tons of freight handled through said freight houses during any one calendar month, by or for the said Missouri Company and the Kansas Company, as its lessee, shall bear to the whole number of tons of freight handled through said freight houses during said month.

And the Missouri Company and the Kansas Company, as its lessee, agree to pay that proportion of all the other charges chargeable to maintenance and operation of freight terminals, and the handling of freight thereon, which the number of freight cars

handled on said freight terminals for the said Missouri Company and the Kansas Company, as its lessee, shall bear to the whole number of freight cars handled upon said freight terminals in said month for freight purposes.

On or before the tenth day of each month the Keokuk Company shall render to the Missouri Company, or the Kansas Company, as its lessee, a true statement showing the whole number of tons of freight handled through the freight houses of the said freight terminals in St. Louis, during the preceding calendar month, and the number of tons so handled for the Missouri Company and the Kansas Company, as its lessee: and also showing the total number of freight cars handled by it upon or over the said freight terminals in the city of St. Louis during the preceding calendar month, and the number of freight cars so handled for the said Missouri Company and the Kansas Company, as its lessee, and the amount due from those companies as their proportion of the charges to be paid by them, as hereinbefore stipulated; and the said Missouri Company and the said Kansas Company, as its lessee, agree to pay to the Keokuk Company the full amount thereof within thirty (30) days thereafter.

All revenues derived from switching, or for other service, from others than the parties hereto, by the Keokuk Company, from the engines or employes engaged in the common service of the parties hereto, and paid for as operation and maintenance expenses, under this contract, shall be applied to the payment of such maintenance and operation expenses; and should such revenues exceed the cost of such maintenance and operation expenses, then and in that case the net revenues are to be divided between the said Keokuk Company and the said Missouri Company, or the said Kansas Company, as its lessee, in the same proportion as is hereinbefore in this subdivision provided for the division of the operation and maintenance expenses.

ARTICLE XI.

All payments herein specified to be made by the Missouri Company, or the Kansas Company, as its lessee, for fixed rental and interest charges shall be payable at the office of the Keokuk Company in the city of St. Louis, in gold coin of the United States, of the present weight and fineness: all other payments herein provided for shall be made in lawful money of the United States at the said office of the Keokuk Company.

ARTICLE XII.

If at any time a difference should arise between the companies parties hereto as to whether any one or more items charged by the Keokuk Company to operation or maintenance of the freight terminals or to the handling of traffic thereof, or to permanent additions to or improvements thereof, have been properly charged against the Missouri Company, or the Kansas Company, as its lessee, then the matter in dispute shall be submitted to three arbitrators, one to be selected by each party hereto, and the other to be selected by the two arbitrators, and the decision of such arbitrators shall be final and conclusive upon the parties.

ARTICLE XIII.

If the said Missouri Company, or the said Kansas Company, as its lessee, shall fail to meet any of the payments provided for in this agreement for the period of sixty days after the same shall become due and payable, then, and in any such case, this agreement shall, at the option of the said Keokuk Company, its successors or assigns, immediately terminate and be null and void; and said Keokuk Company may on five (5) days notice remove and exclude the said Missouri Company and said Kansas Company, its lessee, and their trains and engines, from the property, and every part thereof.

ARTICLE XIV.

It is agreed that while this agreement continues in force, the switching provided for in Article XVI. of the Joint Track Agreement shall be done under this contract, for the considerations hereinbefore agreed to be paid by the said Missouri Company and the said Kansas Company, as its lessee.

ARTICLE XV.

The said Kansas Company hereby covenants and agrees to carry out all of the conditions and obligations by this contract imposed upon it, or the said Missouri Company; and the said Burlington Company, party of the fourth part, hereby guarantees that said Keokuk Company will carry out all the conditions and obligations by this agreement imposed upon it.

ARTICLE XVI.

This contract shall go into effect at the same time with the Joint Track Agreement between the parties hereto hereinbefore referred to, and shall continue in force from that date for the period of four (4) years, unless sooner terminated as hereinbefore provided, and shall further continue in force after the expiration of said period of four years, until terminated by notice; and either party may so terminate it at or after the expiration of four years by giving to the other parties twelve months notice in writing of its desire and intention to so terminate it.

IN WITNESS WHEREOF, the parties hereto have signed their corporate names, by their respective Presidents, and affixed their corporate seals, attested by their respective Secretaries duly authorized thereunto, the day and year first above written.

Executed in quadruplicate.

ST. LOUIS, KEOKUK & NORTHWESTERN
RAILROAD COMPANY,

By W. W. BALDWIN,

[SEAL] President.

Attest:

W. C. MAXWELL,
Secretary.

THE MISSOURI, KANSAS & EASTERN
RAILWAY COMPANY.

By E. C. SIMMONS,

[SEAL] President

Attest:

G. D. DANA,
Secretary.

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MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By H. C. ROUSE,

[SEAL] President.

Attest:

C. G. HEDGE,

Secretary.

THE CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY,

By C. E. PERKINS,

[SEAL] President.

Attest:

T. S. HOWLAND,

Secretary.

STATE OF IOWA, } ss.
COUNTY OF DES MOINES. }

On this 15th day of April, A. D., 1893, before me, a notary public within and for the county and State aforesaid, appeared W. W. Baldwin, to me personally known, who, being duly sworn, did say that he is the President of the St. Louis, Keokuk & Northwestern Railroad Company, a corporation organized and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. W. Baldwin acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name, and affixed my notarial seal, the day and year last above written.

My commission expires July 4th, 1894.

W. D. EATON,

[SEAL] Notary Public.

STATE OF MISSOURI, }
CITY OF ST. LOUIS. } ss.

On this 17th day of April, A. D. 1893, before me, a notary public within and for the city and State aforesaid, appeared E. C. Simmons, to me personally known, who, being duly sworn, did say that he is the President of The Missouri, Kansas & Eastern Railway Company, a corporation organized and existing under the laws of the State of Missouri, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said E. C. Simmons acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name, and affixed my notarial seal, the day and year last above written.

My commission expires April 7th, 1895.

JOHN S. KING,
[SEAL] Notary Public.

STATE OF NEW YORK, }
CITY AND COUNTY OF NEW YORK, } ss.

On this 19th day of April, A. D. 1893, before me, a notary public within and for the city, county and State aforesaid, appeared H. C. Rouse, to me personally known, who, being duly sworn, did say that he is the President of the Missouri, Kansas & Texas Railway Company, a corporation organized and existing under the laws of the State of Kansas, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said H. C. Rouse acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name, and affixed my notarial seal, the day and year last above written.

My commission expires March 30th, 1894.

JAS. B. SWAIN JR.,
[SEAL] Notary Public,
Kings County, N. Y.

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State of Massachusetts, }
County of Suffolk, } ss.

On this 21st day of April, A. D. 1893, before me, a notary public within and for the county and State aforesaid, appeared C. E. Perkins, to me personally known, who, being duly sworn, did say that he is the President of The Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under the laws of the State of Illinois, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said C. E. Perkins acknowledged the said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal, the day and year last above written.

My commission expires June 8th, 1894,

WM. J. LADD.

[seal] Notary Public.

Union News Company

Agreements

—OF—

May 9th, 1893,

AND

January 1st, 1894,

—BETWEEN—

Missouri, Kansas & Texas Railway Company,

The Missouri, Kansas & Texas Railway Company of Texas,

AND

The Union News Company of New York.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Missouri, Kansas & Texas Railway Company,

The Missouri, Kansas & Texas Railway Company of Texas

AND

The Union News Company of New York.

Covering Lunch Rooms and Train Privileges.

Lunch Rooms.

DATE: May 9th, 1893.

PERIOD: 10 years.

EXPIRES: May 9th, 1903, unless sooner terminated by sixty days' notice by Railway Company or six months' notice by News Company.

TERMS: Railway Company will provide the necessary buildings and fixtures.
News Company will provide the necessary cooking utensils, movable furniture and skilled help.
Net profits to be divided equally; News Company to bear all losses.
Monthly settlements.

Train Privileges.

DATE: January 1st, 1894.

PERIOD: 2 Years.

EXPIRES: January 1st, 1896, unless sooner terminated by ninety days' notice by either party.

TERMS: News Company will pay $10,000 per annum payable in equal monthly installments, and $4.85 per mile per annum for each additional mile.

This Agreement, made this ninth day of May, Eighteen Hundred and Ninety-three, between the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, party of the first part, and THE UNION NEWS COMPANY OF NEW YORK, party of the second part.

WITNESSETH:

That whereas the party of the first part desires to place in specific custody the management and control of its several Dining Halls and Lunch Rooms, and their appurtenants, now erected, or hereafter to be erected and placed along its entire railway and leased or operated lines, except at Muskogee, Indian Territory, and Denison, Texas, and

WHEREAS, the party of the second part is desirous of having the custody, business and management of such Dining Halls, and Lunch Rooms, and the appurtenances thereof.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar paid interchangeably to and by the parties hereto it is mutually promised and undertaken by and between the said parties, to-wit:

FIRST.

The party of the first part agrees that the party of the second part shall, during the term of this agreement, have the exclusive right and privilege of keeping and maintaining the dining and lunch rooms along the entire lines of railway owned, controlled, leased or operated by the party of the first part, and said privilege shall not include the sale of intoxicating liquors.

SECOND.

The party of the first part agrees to provide suitable buildings, with all necessary stationary fixtures and appurtenances, for dining rooms and lunch rooms at such point as said first party

may select on its lines of railway, or on lines controlled, leased or operated by it: such fixtures to include all permanent appliances, such as counters, shelving, sinks, drains, sewer connections, gas fitting and plumbing, and keep the same in good condition and repair

THIRD.

The party of the first part further agrees to receive and carry, free, on passenger trains over its lines, all the provender supplies and articles required by the party of the second part, and to furnish free transportation for all help or employes of the party of the second part, that may be necessary in the business contemplated.

FOURTH.

The party of the first part agrees to give to party of the second part, immediate possession of the dining or lunch rooms, at Parsons, Kansas, and Greenville Texas, so far as it lawfully may, and to erect suitable buildings for dining halls or lunch stands, or both, as soon as it is reasonably convenient to party of the first part, after the beginning of this agreement, at the stations on its lines to be selected by it; said dining halls and lunch rooms to be for the exclusive use of the party of the second part hereunder.

FIFTH.

The party of the first part further agrees that it will not permit the serving of meals or light refreshments, to passengers or others on its trains by other than the party of the second part, except in sleeping or dining cars attached to its trains, and that it will not allow the sale of eatables, light refreshments, or serving of meals at any of its stations, except at Muskogee, Indian Territory, and Denison, Texas, by any person or persons other than the party of the second part.

IN CONSIDERATION for the permission and license and privileges above granted, the party of the second part hereby agrees as follows, to wit;

(*a*) That it will forthwith equip such dining rooms and lunch rooms herein mentioned, (or that may be provided hereafter by the party of the first part) with a sufficient line of first

class material and necessary cooking utensils, table linen, cutlery, and all other necessary movable furniture and fixings required for first class service, with skilled help to run and operate same.

(*b*) And further agrees to keep accurate books of account of said business, and to furnish the party of the first part with statements of same, at such time as it may desire.

(*c*) And to divide all the net profits realized in said business, with the party of the first part, one-half to each party hereto, but said first party shall not be liable for any loss that may be incurred in said business, and said first party shall have the right to supervise the accounts and workings of said business, in such manner as it may desire.

(*d*) That said party of the second part will conduct the dining rooms and lunch rooms, in a first class manner, to the satisfaction of the party of the first part, and its patrons, and will furnish such reasonable bond to perform its undertakings herein, as the party of the first part may require.

(*e*) At the termination of this contract, the party of the second part, agrees to return to party of the first part all of the premises and property acquired by it by virtue of this agreement in as good condition, reasonable wear and tear excepted, as when it received the same.

(*f*) That during the period of this agreement, it shall not and will not assign, sell or transfer this agreement, or any interest herein, to any other person or persons whomsoever, without the consent of the party of the first part, and the party of the second part shall and will from time to time, and all times hereafter, indemnify and save harmless, and defend the party of the first part and their successors, from and against all claims, demands, damages, suits, actions, costs, charges and payments of money, which may arise out of, or which the said party of the first part may be subjected to by reason of any loss of life, property, or injury to persons or property which may be suffered or sustained by or occur to the said parties of the second part or either of them, or by, or to any of their agents or employes whilst in, at, about, or upon any of the stations, platforms, premises or cars of the party of the first part, and howsoever arising, whether from the negligence of the employes of the first party or otherwise.

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It is agreed that the party of the first part, may terminate this agreement by giving sixty days notice to the party of the second part of its intention so to do, and the party of the first part agrees, in that event, to purchase all fixtures, furniture, and utensils of every description used by said second parties in the conduct of the business herein contemplated; the value of said fixtures, furniture and utensils to be fixed by arbitration. each party to choose one arbitrator, and they to choose a third, provided they cannot agree, the decision of said third arbitrator to be final and binding on both the first and second parties hereto.

It is further agreed that the party of the second part shall have the right to terminate the agreement upon giving six months notice to the party of the first part, of its intention so to do.

This agreement shall continue in force for a period of ten years. Signed in triplicate.

IN WITNESS WHEREOF, the said parties of the first and second parts have hereunto subscribed their names, at St. Louis, in the state of Missouri, the day and year first above written.

MISSOURI, KANSAS & TEXAS RAILWAY CO.

By THOS. C. PURDY,

Witness: Second Vice-President.

JOSEPH M. BRYSON.

THE UNION NEWS COMPANY, [SEAL]

By W. H. WILLIAMS,

Witness: General Manager.

J. J. FOX.

This Agreement, made and entered into this the 1st day of January, 1894, by and between the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, and THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS, parties of the first part, and THE UNION NEWS COMPANY OF NEW YORK, party of the second part.

WITNESSETH:

That the parties of the first part, for and in consideration of the sums of money to be paid and of the covenants and agreements to be performed by the party of the second part, as hereinafter set forth and specified, hereby grants permission and license to the party of the second part, to sell, by itself or its agents and employes, such newpapers, periodicals, books, confections, fruits, cigars, tobacco, as the parties of the first part may from time to time approve of, at all the stations and on all passenger trains of the Missouri, Kansas & Texas Railway Company, and The Missouri, Kansas & Texas Railway Company of Texas, running on any and all lines of railway owned, leased, operated or controlled by said Companies, provided: that the sale of tobacco and cigars is and shall be limited to smoking cars on said trains. Lines and Branches now under operation are as follows:

Hannibal to Denison	576.55	
Parsons to Junction City	157.51	
McAlester to Mines	4.61	
Atoka to Coalgate	15.00	
Stevens to Paola	130.06	
Denison to Henrietta	112.28	
Whitesboro to Ft. Worth	71.18	
Ft. Worth to Houston	327.18	
Belton to Echo	7.12	
San Marcos to Smithville	52.07	
Denison to Mineola	102.59	
Greenville to Dallas	52.43	
Denton to Dallas	37.62	
Dallas to Hillsboro	66.20	
Trinity to Colmesneil	66.55	
Denison to Sherman	10 37	
Texas Junction to New Franklin	161.70	1951.02

Also upon passenger trains as soon and as long as they shall be established thereon,

Between	Texas Junction & St. Louis.....	24.60	
"	Houston and Galveston.....	50.00	
"	Paola and Kansas City.....	43.00	117.60
			2968.62

The parties of the first part further grant to the party of the second part, the privilege of free transportation over the lines of their railroads above mentioned, for all newspapers and other articles, above specified, intended for sale on the lines of said railways, which permission, license, and privileges are granted upon the following conditions, namely:

FIRST.

News Agents and clerks on trains and in stations must be clothed in uniform apparel, to be first approved by the parties of the first part.

SECOND.

They must be neat and clean in their person and attire, polite to passengers, and to others with whom they come in contact, and in all matters shall, while on any of the trains of the Missouri, Kansas and Texas Railway Company, or Missouri, Kansas and Texas Railway Company of Texas, be subject to the discipline of the conductors thereof.

THIRD.

When soliciting sales, agents shall not be permitted to annoy passengers but may announce in a low tone of voice on each car, the article offered.

FOURTH.

Only one news agent shall be allowed on each train.

FIFTH.

Agents' trunks must be placed on the train in the baggage car, or at any other location as shall be designated by the conductor, not less than than ten minutes before the time for departure of trains, and must not be removed from their assigned position on the train, at the end of the runs until after all passengers have alighted from cars and passed from the platform.

SIXTH.

News agents and employes in stations shall be subject to the conditions hereof, so far as the same shall be applicable, except that they shall be subject to the discipline of the depot master or agent in charge.

SEVENTH.

No prizes or gift packages, or obscene or indecent, or other objectionable matter shall be offered for sale or permitted on trains, or in book stands, in or about any stations on any of said lines of railroad.

EIGHTH.

Any Superintendent, Depot Master, Station Agent or Conductor, shall have the right at any time to eject from the premises, property, stations or cars, on any of said lines of railroad, any news agents or employe of the party of the second part, who shall in any manner misbehave or be unruly, or be unmannerly, or rude to passengers, or any others in, at or upon said premises, property, station or cars, or shall otherwise violate or fail to comply with any of the conditions hereof.

NINTH.

The parties of the first part shall have the right of censorship over all newspapers, books, periodicals and all other matters and things offered by said agents or employes for sale under this agreement, and shall have the right to prohibit the sale of any that it may deem obscene, indecent or otherwise objectionable, which right may be exercised by the parties of the first part through such of its agents and employes, as it may designate for that purpose.

TENTH.

In consideration of the license, privilege and permission above granted, the party of the second part hereby agrees and covenants with the parties of the first, that it will construct and place in such of the passenger stations along said lines of railroad as may be designated and approved by said parties of the first part, appropriate stands and counters for the sale of articles as above mentioned; provided, however, that each of said stands and counters shall be of such description and shall be placed in

such position as may be approved by the parties of the first part; and the party of the second part hereby agrees and covenants to keep said stands and counters neat, clean and in good order and condition, and as a further consideration for said permission, license and privilege, the party of the second part hereby covenants, agrees and binds itself to pay, or cause to be paid to the parties of the first part, for the term hereinafter mentioned the sum of Ten Thousand Dollars ($10,000) per annum, the same to be paid in equal monthly installments in advance, on the first of each month during the continuance of this contract, and for all increase in mileage of said lines, during the life of this contract, an additional amount of Four & 85/100 Dollars ($4.85) per-mile per-annum shall be paid in monthly installments by the party of the second part, to the parties of the first part for each additional mile of railway, operated by the parties of the first part.

The said party of the second part further covenants and agrees that it will not assign, sell or transfer this contract, or any license or privilege hereby granted, nor any interest therein to any other person or persons whomsoever, and that it will, from time to time, and at all times hereafter, indemnify and save harmless and defend the parties of the first part, their successors or assigns, and all other persons and companies owning any interest in any of the aforesaid railroads, for and against all losses, claims, demands, suits, actions, costs, charges and payments of money which may arise out of, or which the parties of the first part, their successors or assigns, or the persons of or others interested in any of said lines of railway may be subjected to by reason of any loss of life or property or injuries to person or property which may be suffered or sustained by or accrue to the party of the second part, or by or to any of its agents or employes whilst in, at, about or upon any of the tracks, stations, platforms, premises, properties or cars of any of the aforesaid lines of railway, arising either from the negligence of the employes upon any of said lines of railway or otherwise.

The party of the second part further agrees to give such security for the faithful performance of the conditions of this agreement as will be satisfactory to the parties of the first part, or their successors or assigns.

ELEVENTH.

This agreement shall take effect January 1st, 1894, and shall continue for two years from said date unless this agreement shall be terminated under the following provisions:

(*a.*) The parties of the first part, or their successors or assigns, shall have the right at any time, upon giving the party of the second part ninety days notice in writing of their intention so to do, to terminate annul and cancel this agreement and revoke the permission, license and privileges hereby granted, and at the expiration of said ninety days after such notice, this agreement shall be absolutely terminated, annulled and cancelled, and said party of the second part shall, and it hereby covenants that it will thereupon forthwith withdraw all of its agents, employes, property and effects from the stations, premises, properties and cars of all the lines of railway herein above mentioned, and that it will surrender and deliver to the parties of the first part, or their successors or assigns, the quiet possession of any and all premises and property of each and all of said lines of railway, which may then be occupied or held by the party of the second part, or by its agents or employes, under and by virtue of this agreement: and if such withdrawal shall not be made, and such posession be not delivered as aforesaid, then the parties of the first part or their successors or assigns, by and through such agents and employes as they may designate for the purpose, shall have the right to ejeet said party of the second part, and all of its agents and employes from all of the aforesaid premises and property, and take possession thereof without any legal process or proceedings whatever.

(*b.*) The party of the second part shall have the right to terminate this agreement at any time upon giving ninety days notice of its intention so to do to the parties of the first part, or their successors or assigns, provided, however, that the party of the second part shall not be released from its agreement to make monthly payments until it shall fully and completely surrender possession of all the property of any and all of said lines of railway which it may have occupied, and have withdrawn from said railways all of its agents and employes, and provided further: that if the party of the second part shall elect to terminate this agreement as herein provided, and the ninety days notice given therefor shall expire before the end of any month, that the party of the second part shall not be entitled to any rebate or reduction from the monthly payment that would be due according to the terms hereof, on the first of said month.

It is further agreed by the parties hereto, that if the party of the second part, shall at any time fail to make any monthly payment in advance, as hereinbefore provided, promptly when the same amount is due, according to the terms hereof, then such failure shall, at the election of the parties of the first part, or their

successors or assigns, forfeit this contract and all permissions, license and privileges hereinbefore granted, and the party of the second part agrees and binds itself that in case of said forfeiture it will at once upon the written demand of the parties of the first part, or their successors or assigns, immediately surrender the peaceable possession of any and all of the property of any of said lines of railway belonging to, leased or operated, or in any way controlled by the parties of the first part, which it may then be occupying, and that it will immediately withdraw therefrom all of its agents, employes, property and effects, and that if it shall fail to promptly and immediately surrender the possession of said property and withdraw therefrom as aforesaid, the parties of the first part, or their successors or assigns, shall, through such agents as they may designate for the purpose, have the right to take possession of all of said premises and property, and to eject the party of the second part, its agents, employes, property and effects therefrom without any legal process or proceedings whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate, either of which may be considered as the original, by affixing their hands and seals the day and year first above written.

MISSOURI, KANSAS & TEXAS RAILWAY CO.

By THOS. C. PURDY,

Vice-President & Gen'l Manager.

THE MISSOURI, KANSAS & TEXAS R'Y CO. OF TEXAS,

By THOS. C. PURDY,

Second Vice-President.

THE UNION NEWS COMPANY,

(SEAL) By W. H. WILLIAMS,

General Manager.

Witness:

C. E. WILLIAMS.

Denison & Washita Valley

Contract and Lease

OF

July 13th, 1893,

—BETWEEN—

The Denison & Washita Valley Railway Company,

The Missouri, Kansas & Texas Railway Company of Texas,

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

The Denison & Washita Valley Railway Company,

The Missouri, Kansas & Texas Railway Company of Texas

AND

Missouri, Kansas & Texas Railway Company,

Covering joint use of terminal property of the Denison & Washita Valley Railway Company in Texas, and lease of its railroad in the Indian Territory.

DATE: July 13th, 1893.

PERIOD: 50 years.

EXPIRES: July 13th, 1943.

TERMS: $60,000 per annum, payable semi-annually, January 1st and July 1st.

This Agreement, made this 13th day of July, 1893, by and between THE DENISON & WASHITA VALLEY RAILWAY COMPANY, a Corporation organized and existing under and by virtue of the Laws of the State of Texas, hereinafter called the "Washita Company," party of the first part, THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS, a corporation organized and existing under and by virtue of the Laws of the State of Texas, hereinafter called the "Texas Company," party of the second part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation organized and existing under and by virtue of the Laws of the State of Kansas, hereinafter called the "Kansas Company," party of the third part.

WITNESSETH, as follows:

WHEREAS, the Washita Company has acquired large quantities of valuable real estate in and about the City of Denison in the State of Texas, and has improved the same, and expended large sums of money in said improvements to render said real estate valuable for terminal facilities; and

WHEREAS, the terminal facilities so acquired, are in excess of the needs and requirements of the Washita Company, for the proper conduct of its railroad and the transaction of its present business; and

WHEREAS, the Texas Company has not at present sufficient terminal facilities in the City of Denison, to properly transact its business as a railroad, and desires to acquire additional terminal properties and facilities to enable it to properly transact its business, and to avoid the present existing congestion of freight at Denison, and the danger to life and limb which arises from the insufficiency of its terminal facilities, and the delays and danger consequent upon the congestion of its freight traffic as aforesaid; and

WHEREAS, the terminal facilities owned and not required by the Washita Company, as aforesaid, are amply sufficient to meet the existing and future needs of the Texas Company, above recited; and

WHEREAS, the Kansas Company is interested as a connecting line in obtaining for the Texas Company proper and adequate terminal facilities in the City of Denison for the purpose of enabling said Company to properly and promptly receive, transport and deliver freight to and from the point of connection of the line of road of the Kansas Company with that of the Texas Company; and

WHEREAS, the Kansas Company for the reasons herein recited, and in consideration of a lease to it by the Washita Company of the latter Company's line of railroad extending from Atoka in the Indian Territory to Coalgate in said Territory, and also in consideration of the Washita Company permitting the Texas Company to use and enjoy the terminal properties and facilities owned by the former company, in so far as said use and enjoyment may not interfere with the proper conduct and transaction of the Washita Company's business as a railroad company, to pay to the Washita Company the sum of Sixty Thousand Dollars per annum, during the period of this agreement and the term of said lease, as hereinafter more fully set forth; and

WHEREAS the Washita Company, for the purpose of securing the payment of the interest on its bonds issued and to be issued, is ready and willing to permit the said Texas Company to use and enjoy the terminal facilities and properties owned by it, as aforesaid, upon the terms and conditions hereinafter provided, so long as the same shall not interfere with its own operation of its railway.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants herein contained, and the sum of One Dollar by each party hereto in hand paid to the other, the receipt whereof is hereby acknowledged, it is hereby mutually covenanted and agreed by and between the parties hereto as follows:

FIRST.

The Washita Company hereby covenants and agrees that for the period of fifty years from the date hereof, it will permit the Texas Company jointly with itself to use, occupy and enjoy the terminal properties and facilities owned by it in the City of Denison and vicinity in the State of Texas, to be jointly used, occupied and enjoyed by said Texas Company for terminal purposes and facilities only, such joint use, occupancy and enjoyment to be had by said Texas Company in so far and only to such extent

as shall not interfere in any way with the use, occupancy and enjoyment of the same by the Washita Company, necessary and requisite to the proper conduct of its railroad and the transaction of its business.

The property which said Texas Company is hereby permitted to jointly use, occupy and enjoy, being described as follows:

Beginning at the intersection of the line between the Harden Jones and Wm. Caruthers Headrights surveys, which is also the west line of the City of Denison, and the south right of way line of what has heretofore been known as the Sherman, Denison & Dallas Railway, fifty (50) feet from and perpendicular to the center line thereof; thence southwesterly along said right of way line, parallel to and fifty (50) feet from the center line of the said Sherman, Denison & Dallas Railway to a point fifty (50) feet from and perpendicular to said center line at Station 17 plus 60 of the location of said Railway; thence westerly, at fifty (50) feet crossing the center line of said Railway at Station 17 plus 60 thereon, one hundred (100) feet to a stake on the west right of way line of said railway; thence north twenty (20) degrees fifteen (15) minutes west six hundred and seventy-seven and seven-tenths (677 7-10) feet to a stake four hundred and fifty feet (450) from the centre line of The Missouri, Kansas & Texas Railway of Texas, thence north sixty seven (67) degrees twenty (20) minutes west on a line parallel to and four hundred and fifty (450) feet from the center line of The Missouri, Kansas & Texas Railway of Texas for about six thousand six hundred and twenty-seven (6627) feet, and continuing this tangent six thousand six hundred and twenty-seven and twenty-seven hundreths (6627 27-100) feet more or less to a point in the line between the property A. R. Collins and J. J. Frater, thence north seventy-six (76) degrees ten minutes (10) west five hundred and fifty-eight and eight-tenths (558 8-10) feet, thence north eighty-four (84) degrees, thirty (30) minutes, west three hundred and seventy-four and four-tenths (374 4-10) feet, more or less to a point in the south right of way line of the said Missouri, Kansas & Texas Railway of Texas, fifty (50) feet from and perpendicular to the center line thereof at Station 181 plus 58 thence northerly at fifty (50) feet, crossing the center line of said railway at station 181 plus 58 thereon; one hundred (100) feet to a stake in the north line of said right of way, thence north seventy-nine (79) degrees east five hundred and fifty-six (556) feet to a point on the south side of the alley between Bond and Walker Streets of the City of Denison produced, thence north eighty four (84) degrees east along the south side of said alley produced three hundred and forty-four (344) feet, more or less, to

the line between the properties of A. R. COLLINS and J. J. FRATER, thence south six (6) degrees thirty (30) minutes east along the western limits of the property of J. J. FRATER, thirty-six and seven-tenths (36 7-10) feet; thence south eighty three (83) degrees thirty minutes (30) east four hundred and sixty-five (465) feet; thence south seventy-five (75) degrees thirty (30) minutes east, four thousand three hundred and eighty-six and five-tenths (4386 5-10) feet to a stake distant six hundred and ninety-one and four-tenths (691 4-10) feet north fifty-five (55) degrees thirty (30) minutes east from the right of way of The Missouri, Kansas & Texas Railway of Texas; thence north fifty five (55) degrees thirty (30) minutes east at seven hundred and one and nine-tenths (701 9-10) feet, more or less, crossing the southwest corner of CHAS. E. STEPHENS' property, one thousand three hundred and ninety-two and four-tenths (1392 4-10) feet, more or less, to a point on the east line of said CHAS. E. STEPHENS' property, two hundred and fifty-six and five-tenths (256 5-10) feet, to a stake. Thence north eighty-four (84) degrees east, one thousand one hundred and fifteen (1115) feet, more or less, to a point. Thence southeasterly to the intersection of the east right of way line of said railroad and a line between the HARDEN JONES and WM. CARUTHERS HEADRIGHTS surveys,which is also the west line of the City of Denison; thence south six (6) degrees east along said Headrights survey line, nine (9) feet, more or less, to the northeast corner of the property of the Denison Land and Investment Company. Thence south thirty-six (36) degrees thirty (30) minutes west, nine hundred and twenty-nine and four-tenths (929 4-10) feet, at seven hundred and sixty-six and four-tenths (766 4-10) feet, crossing the line between the properties of the Denison Land and Investment Company and Mr. S. E. SHANNON to a point on the west line of the Mrs. S. E. SHANNON property; thence south six (6) degrees five (5) minutes east along the west line of Mr. S. E. SHANNON'S property five hundred and ninety-two (592) feet, more or less, to Mrs. S. E. SHANNON'S southwest corner, also HENRY CAPELLE'S northeast corner, thence south eighty two (82) degrees, forty-five (45) minutes west along the north line of the HENRY CAPELLE property six hundred and twenty and six-tenths (620 6-10) feet, more or less, to his northwest corner. Thence south six (6) degrees five (5) minutes east, at four hundred and seventeen and five-tenths (417 5-10) feet, more or less, crossing HENRY CAPELLE'S southwest corner, four hundred and thirty seven (437) feet, more or less, to a point four hundred and fifty feet (450) from and perpendicular to the center line of The Missouri, Kansas & Texas Railway of Texas; thence south sixty

seven (67) degrees twenty (20) minutes east parallel to and four hundred and fifty (450) feet north of the tangent of said Railway, one thousand two hundred and fifteen (1215) feet, more or less, to a stake in the south line of Owings Street, in the City of Denison produced; thence north eighty four (84) degrees east one hundred and ninety (190) feet, more or less along said south line of Owings Street, produced to the line between the Harden Jones and the Wm. Caruthers Headright surveys; thence south six (6) degrees east along said Headright line, four hundred and fifteen feet (415) more or less, to the place of beginning, which line is also the west boundary line of the city of Denison. And also the following to wit: Beginning at a point in the western boundary line of the City of Denison, where said Denison and Washita Valley Railway crosses said boundary line; thence fifty (50) feet or the full width of the secured right of way on each side of the center line of said railroad as now constructed, to a point where it connects with the main line of said Missouri, Kansas and Texas Railway of Texas, north of Denison; and such other lands of The Denison and Washita Valley Railway Company as may be adjacent to or connected with either of the above described tracts; all in the County of Grayson and State of Texas excepting, however, and reserving from the operation of this agreement all tracks and side tracks of said Missouri, Kansas and Texas Railway Company of Texas, and the right of way therefor upon or included within the limits of the above described ground, such right of way being one hundred (100) feet in width, of which the center line of said tracks and side tracks is the center.

For more accurate description and more convenient reference, the parties will hereto attach maps or plats showing the property intended to be herein described.

SECOND.

The Washita Company hereby covenants and agrees that it will renew its permission to the Texas Company, to use, occupy and enjoy the property above described, for the period of fifty years after the expiration of this agreement, upon the terms and conditions as in this agreement provided, at the option of the Texas Company.

THIRD.

In consideration of the use, occupancy and enjoyment of said property, as in Articles First and Second of this Agreement, provided, and the use and occupancy by the Kansas Company of

the Railway of the Washita Company, in the Indian Territory, the Texas Company hereby covenants and agrees that it will cause to be paid by the Kansas Company, and said Kansas Company, hereby covenants and agrees that it will pay to the Washita Company, or to such person or persons, corporation or corporations, as it may designate, the sum of Sixty Thousand Dollars per annum, in two equal semi-annual payments, on the first days of February and August in each and every year, and provided in the contract of lease as to the railway in the Indian Territory made by and between the Washita Company and the Kansas Company, bearing date the 13th day of July, 1893, and the Kansas Company will either make such payments to the Manhattan Trust Company of New York in the City of New York, such semi-annual payments to be applied to the payment of the interest upon the bonds of the Washita Company outstanding at the time of any such payment, or if such bonds are held as collateral security for the payment by the Washita Company of an amount of the bonds issued by the Southwestern Coal and Improvement Company, a corporation organized and existing under and by virtue of the laws of the State of West Virginia, equivalent in amount thereto, then said sum of Sixty thousand dollars is to be paid by the Kansas Company, to the Farmers Loan and Trust Company in the City of New York, on the first days of January and July in each and every year during the time said bonds are held as collateral security as aforesaid, and to be applied by it to the payment of the interest on the bonds of said Southwestern Coal and Improvement Company, to secure which the bonds of the Washita Company have been pledged, or the Kansas Company may itself pay the interest on said bonds and such payment of the interest of the bonds of the Southwestern Coal and Improvement Company, shall extinguish the obligation and cancel the coupon of the Washita Company then the next coming due.

FOURTH.

It is hereby mutually covenanted and agreed that if at any time during the continuance of this agreement, or of any extension thereof, there shall be a default in the payment of any one or more of the semi-annual payments in said preceding Article provided, and such default shall continue for the period of six months after such semi-annual payment shall become due and payable, as herein provided, then and in that event, this agreement at the option of the Washita Company, shall cease, and the

Washita Company shall have the right forthwith to enter upon and take possession of the property above described, and to eject the Texas Company, its officers, agents or representatives therefrom, and to use, occupy and enjoy said property with the same force and effect and in the same manner as though this agreement had never been made.

Nothing herein contained shall be taken in any way to prevent the Washita Company from waiving any such default, and by such waiver continuing this agreement, and the covenants herein contained, as a binding obligation upon the Texas Company.

FIFTH.

The Washita Company hereby covenants and agrees that on the termination of this agreement by reason of the expiration of the time herein provided, or by reason of a default in the preceding Article provided, the Texas Company may, at its option, renew the same for the period of fifty years, upon the same terms and conditions as herein provided, and, in case the termination of this agreement is occasioned by reason of a default, as above mentioned, then and in that event, the Texas Company shall have the option at any time within the period of six months after the expiration of such six months default, of renewing the same for the term of fifty years, upon the terms and conditions as herein provided, and upon the Kansas Company's paying the installment or installments of annual rental, upon the default in the payment of which this agreement shall have been terminated.

SIXTH.

The Texas Company and the Kansas Company hereby covenant and agree that the right to re-enter upon default, as above provided, shall not be or be taken to be in any way a waiver on the part of the Washita Company, of any rights or remedies which it may have, either in law or in equity, against the Texas Company, or any other person or persons, corporation or corportions, growing out of or being based upon this agreement, or the covenants therein contained, all of which rights or remedies, and any or all of them, the Washita Company hereby expressly reserves to itself.

)2

IN WITNESS WHEREOF the parties hereto have caused their corporate names to be signed by their Presidents or Vice-Presidents, and their corporate seals to be affixed and attested by their Secretaries or Assistant Secretaries, all being thereunto duly authorized, the day and year first above written.

THE DENISON & WASHITA VALLEY RAILWAY CO.

[SEAL] By W. B. MUNSON,
President.

Attest:

C. G. HEDGE,
Secretary.

THE MISSOURI, KANSAS & TEXAS
RAILWAY CO. OF TEXAS.

[SEAL] By H. C. ROUSE,
President.

Attest:

C. G. HEDGE,
Asst. Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

[SEAL] By WM. DOWD,
Vice-President.

Attest:

JAS. B. SWAIN, JR.
Asst. Secretary.

4

This Indenture, made this 13th day of July, 1893, between THE DENISON & WASHITA VALLEY RAILWAY COMPANY, a corporation organized and existing under and by virtue of the Laws of the State of Texas, party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation organized and existing under and by virtue of the Laws of the State of Kansas, party of the second part;

WITNESSETH, as follows:

That for and in consideration of the sum of One Dollar, paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, and in consideration of a certain contract bearing even date with these presents, between the parties hereto and The Missouri, Kansas & Texas Railway Company of Texas, and of the covenants therein specified, and the agreement of the party of the second part to pay in each and every year the sum of Sixty Thousand Dollars ($60,000) as therein provided, it is covenanted and agreed between the parties hereto as follows, that is to say:

FIRST.

The party of the first part hereby grants, demises, leases and sublets for the term of fifty years from the date of these presents, to the party of the second part, upon the terms hereinafter mentioned, the following described property, in part heretofore owned by it, and in part conveyed to it by the party of the second part, namely:

A line of railway in the Indian Territory commencing at Atoka in said Territory, at or about its junction with the main line of the party of the second part, and running thence in a northwesterly direction, a distance of fifteen miles, more or less to Coalgate in said Indian Territory, together with all the appurtenances of said railway, thereunto appertaining or belonging, and such rolling stock, depots, stations and all other property, real and personal, connected with or appertaining to said railway or belonging to said party of the first part, as may be necessary for the operation of said line of railway from Atoka to Coalgate, as aforesaid.

SECOND.

The right and privilege is hereby given to the party of the second part to renew, if it so desires, this lease at the expiration thereof, for the period of fifty years upon the same terms and conditions as herein provided.

THIRD.

In consideration of this instrument, and of the terms and conditions thereof, the party of the second part hereby covenants and agrees to pay to the party of the first part, or to such other person or persons, corporation or corporations, as it may designate, the sum of Sixty Thousand Dollars ($60,000) as a rental of the property hereby conveyed, and for certain terminal facilities granted by the party of the first part to The Missouri, Kansas & Texas Railway Company of Texas, as in said contract of even date herewith provided, said sum to be paid in two equal semi-annual payments, on the first days of February and August in each and every year, and to be paid to the Manhattan Trust Company of New York, in the city of New York, or to the Farmers' Loan & Trust Company as may be determined, such semi-annual payments to be applied to the payment of the interest upon all of the bonds of the party of the first part outstanding at the time of any such payment, and if such bonds are held as collateral security for the payment by the party of the first part of the bonds issued by the Southwestern Coal and Improvement Company, a corporation organized and existing under and by virtue of the laws of the state of West Virginia, equivalent in amount thereto, then said sum of Sixty Thousand Dollars ($60,000) is to be paid annually to the Farmers' Loan & Trust Company in the City of New York, and to be applied by it to the payment of the interest on the bonds of said Southwestern Coal & Improvement Company, said sum of Sixty Thousand Dollars ($60,000) to be paid in two equal semi-annual payments on the first days of January and July in each and every year during the continuance of said pledge of the bonds of the party of the first part as collateral security for the payment of the bonds of the Southwestern Coal & Improvement Company, as aforesaid, or may be paid direct to the coupon holders of such bonds by the party of the second part, at its own office in the City of New York as it, the Kansas Company, may determine.

FOURTH.

During the term of this lease, the party of the second part shall hold, possess and enjoy all the property, both real and personal, hereby leased, or intended to be leased, provided, however, that if at any time during said period the party of the second part shall default in making any one or more of the semi-annual payments in the preceding Article provided, and shall continue said default for the period of six months after any one of said semi-annual payments becomes due and payable, as herein provided, then and in that event this lease, at the option of the party of the first part shall cease, and the party of the first part shall have the right forthwith to enter upon and take possession of the premises conveyed herein to the party of the second part, on making equitable provision for the betterments made by the party of the second part, and to eject the party of the second part, its officers, agents or representatives, therefrom, and to enjoy and occupy such property with the same force and effect, and in the same manner as though this instrument or lease had never been made.

But nothing herein contained shall be taken in any way to prevent the party of the first part from waiving any such default, and by such waiver continuing this instrument and the covenants herein contained as a binding obligation upon the party of the second part.

FIFTH.

Upon the termination of this lease, by reason of the expiration of the term thereof, or by reason of a default, as in the preceding Article provided, the party of the second part may, at its option, renew the same for the period of fifty years, upon the same terms and conditions as herein provided, and in case the termination of this lease is occasioned by reason of a default as above mentioned, then and in that event, the party of the second part shall have the option, at any time within the period of six months after the expiration of such six months default, of renewing this lease, for the term of fifty years, upon the terms and conditions as herein provided, and upon its paying the installment or installments of annual rental, upon the default in the payment of which this lease shall have been terminated.

SIXTH.

The right of entry upon default, as above provided, shall not be or be taken to be in any way a waiver on the part of the party

of the first part of any rights or remedies which it may have either in law or in equity, against the party of the second part or any other person or persons, corporation or corporations, growing out of or being based upon this agreement or the covenants therein contained, all of which rights or remedies are hereby expressly reserved by the party of the first part.

SEVENTH.

The party of the second part hereby agrees to keep up and maintain the efficiency of the road hereby leased, in as good condition as it now is, and in such condition that it may at all times perform its public and private service and duty as a common carrier.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed and their corporate seals to be affixed by their respective Presidents or Vice-Presidents, and Secretaries or Assistant Secretaries, thereunto duly authorized, on the day and year first above written.

THE DENISON & WASHITA VALLEY RAILWAY CO.

By W. B. MUNSON,

[SEAL] President.

Attest:

J. T. MUNSON,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By H. C. ROUSE,

[SEAL] President.

Attest,

C. G. HEDGE,

Secretary.

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THE STATE OF TEXAS, }
COUNTY OF GRAYSON, }

Before me, J. R. HANDY, a Notary Public within and for the County and State aforesaid, on this day personally appeared W. B. MUNSON, the President, and J. T. MUNSON, the Assistant Secretary of The Denison & Washita Valley Railway Company, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and said W. B. MUNSON, as such President and J. T. MUNSON, as such Assistant Secretary, each acknowledged such instrument to be the act and deed of the corporation The Denison & Washita Valley Railway Company aforesaid.

Given under my hand and seal this 13th day of July, A. D., 1893.

J. R. HANDY,

[SEAL] Notary Public, Grayson Co., Tex.

Stable Car

Agreements

—OF—

November , 1890,

AND

December 20th, 1893,

—BETWEEN—

Streets' Western Stable Car Line,

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Streets' Western Stable Car Line,

AND

Missouri, Kansas & Texas Railway Company,

Covering purchase of 550 Stable Cars, and the use of 550 additional Cars.

DATE: December 20th, 1893.

PERIOD: 5 years.

EXPIRES: December 20th, 1898.

TERMS: Mileage, three-fourths of a cent per car per mile. Customary appliances for feeding stock along the line to be erected by car line.
550 cars to be purchased at $740. per car, deliveries to be made January 25th, 1894, and quarterly thereafter, according to amounts standing to credit of Railway Company from net earnings of said 550 cars on foreign lines. In case such net earnings fall below $100, per car per annum, Railway Company shall have the right to pay in cash balance due on said undelivered cars. Said cars when delivered to be in good order and repair and equipped with air-brakes and couplers.

Railway Company had taken title to 247 stable cars, December 31st, 1895.

2

This Memorandum of Agreement, made and entered into this twentieth day of December, A. D. 1893, by and between the STREET'S WESTERN STABLE CAR LINE, a corporation organized and existing under the laws of the state of Illinois, hereinafter designated as the "Car Line," party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, hereinafter designated as the "Railway Company," party of the second part.

WITNESSETH, that

WHEREAS, there now exists between the parties hereto two agreements each taking effect December 17th, 1890, both of said agreements having been executed as between Street's Western Stable Car Line, as of the first party, and Geo. A. Eddy and H. C. Cross, Receivers of the Missouri, Kansas & Texas Railway, as of the second party, one of which agreements, providing amongst other things for the furnishing by the party of the first part to the party of the second part of certain patent improved stock cars known as Street's Stable Cars upon the terms as recited therein, the other being an additional agreement, providing for the purchase by the party of the second part from the party of the first part, of a certain five hundred fifty (550) Street's stable cars and for the manner of payment therefor, and also as to the delivery by bill of sale or other proper instrument of conveyance of the said five hundred fifty (550) Street's Stable Cars, at the time and in the manner as prescribed in said additional agreement, and

WHEREAS, it is agreed to change the method of procedure as to the delivery of said Street's Stable Cars to the Missouri, Kansas & Texas Railway Company, and also arrange more effectually for the carrying out of the various details of said agreement,

NOW THEREFORE, the said Car Company and the said Railway Company, for and in consideration of the mutual benefits to be derived and compensation to be paid and the covenants and agreements to be respectively kept and performed as hereinafter mentioned and contained, do hereby covenant and agree each with the other, as follows, to wit:

FIRST.

Upon January 25th, A. D. 1894, or as soon thereafter as practicable, the party of the first part shall cause to be delivered to the party of the second part at a point or points upon said second party's line of railroad, such number of the five hundred and fifty (550) Street's Stable Cars which under the additional agreement hereinbefore referred to, have been purchased by the party of the second part from the party of the first part, as the agreed price per car, seven hundred and forty (740) dollars, is contained in the amount standing to the credit of said second party on the books of the first party, under the additional agreement aforesaid, at the close of the year 1893, and upon the twenty-fifth day of each month, immediately following the close of each quarter of one year thereafter, or as soon thereafter as practicable, similar delivery shall be made to the party of the second part of such number of the five hundred and fifty (550) Street's Stable Cars remaining undelivered as the agreed price per car aforesaid is contained in the amount standing to the credit of the second party on the books of the first party, as earnings under the terms of the additional agreement aforesaid for the quarter of one year immediately preceding on the undelivered cars.

SECOND.

The delivery of cars from time to time as provided for above shall operate to extinguish the amount to the credit of the Railway Company used to determine the number of cars to be delivered excepting that the fractional amounts remaining shall be carried forward.

THIRD.

All cars delivered shall be free from any lien or encumbrance of any nature or kind whatsoever, and shall be conveyed by bill of sale or other proper instrument of conveyance.

FOURTH.

The five hundred and fifty (550) cars herein referred to are now contained in the equipment of the Street's Western Stable Car Line and are numbered as follows:

Cattle or single deck cars, numbered 3500 to 3999 both inclusive.

Double deck cars, numbered 5053 to 5102 both inclusive.

It shall not be obligatory that delivery shall be made in numerical order, but the party of the first part shall include in the deliveries made from time to time a pro-rata proportion of the double deck cars.

FIFTH.

When all of the five hundred and fifty (550) cars herein referred to under this agreement have been delivered, then this agreement and also the two agreements dated December 17th, 1890, and referred to herein, shall terminate and come to an end, provided that should the net earnings on the cars remaining in possession of the party of the first part for any one calendar year, fall below one hundred (100) dollars per car, it is understood and agreed that the Railway Company may at any time thereafter, complete the purchase of all or any of the five hundred and fifty (550) cars which it has contracted to purchase, by paying in cash the balance of the purchase price due thereon, after crediting the Railway Company with all sums due from the Car Line for earnings due on cars as provided in the said second contract of December the seventeenth 1890, and such completed purchase shall operate to terminate this contract and the two contracts of December the seventeenth herein referred to, subject, however, to the further condition and agreement, that in no case shall such cash purchase operate to annul this contract so far as the same relates to the use by the Railway Company of the cars of the first party until the expiration of five years from date hereof, or until the close of the calendar year in which such cash purchase is made if after five years from the date hereof.

SIXTH.

The cars delivered to the Railway Company as herein provided shall be subject in every respect to the possession and control of said Railway Company, or its assigns, forever, but said cars shall, during the life of the patents owned and controlled by the Street's Western Stable Car Line, or its assigns, bear prominently thereupon on the exterior of said cars in full view the words "Built under Street's Western Stable Car Line patents."

SEVENTH.

The cars to be delivered to the Railway Company as herein provided, shall be in good order at the time of such delivery, and be subject to the inspection of the Master Car Builder of the Railway Company, and shall be equipped with the devices as to air brakes and couplers as specified in the agreement of December seventeenth, 1890, herein referred to, but in making such inspection the age of said cars shall be recognized and properly allowed for.

EIGHTH.

Inasmuch as it is mutually desired that during the life of this contract, so far as it is practicable so to do, the cars of the party of the first part alone be used by the party of the second part for the transportation of live stock over its lines, and in connection with other carriers whenever it is the case that the equipment owned by the party of the second part is insufficient and inasmuch as it is agreed by the party of the first part, that it will at all times furnish with reasonable promptitude, the cars necessary for the purpose described by delivery of the same, properly carded, to the railway lines connecting with the line of the party of the first part, the cars thus furnished from time to time to the party of the second part, for the purpose of transportation of live stock over its lines and in connection with other carriers, shall be operated in the same manner and be subject, so far as connecting lines are concerned, to the same conditions as would apply to cars owned and controlled by the party of the second part, and should it develop that in order to accomplish this result it is necessary that some distinguishing mark in the form of a lettered sign, or otherwise, be affixed to said cars temporarily to remain thereupon while being in use for the purpose aforesaid, the said party of the first part shall make suitable provision therefor.

NINTH.

Nothing contained in the foregoing sections shall be construed as applying to the mileage earnings of three-fourths of one cent per mile, accruing and belonging to the party of the first part for each mile said car may run over the lines of the said second party hereto, or its connections and other railway lines.

TENTH.

Two thousand two hundred and fifty (2250) shall be the number of cars which the party of the first part shall be obligated to place in the service in the manner provided at any one time.

ELEVENTH.

Cars furnished by the party of the first part to the party of the second part, as provided in sections eight, nine and ten thereof shall, when returned by the party of the second part be in as good order and condition as when received, fair wear and tear alone excepted.

TWELFTH.

It is hereby agreed that all clauses contained in the two agreements of December 17th, 1890, hereinbefore referred to, which conflict with this agreement, are hereby annulled.

THIRTEENTH.

It is further agreed that in case the parties hereto are unable to agree as to any of the terms of, or matters or things mentioned in this agreement, then the matter in dispute shall be referred to arbitrators consisting of three persons, selected as follows: One person to be chosen by each of the parties hereto, and such person so chosen shall select an arbitrator, provided, however, that none of the arbitrators shall be in the employ of either of the parties hereto, and provided further that such arbitrators shall be persons skilled in railway operation; the decision of such arbitrators or the majority of them shall be final and conclusive upon the parties hereto.

FOURTEENTH.

This agreement shall take effect on the date hereof, and continue thereafter as provided herein.

IN TESTIMONY WHEREOF, the said parties of the first and second part have caused these presents to be signed in the manner as shown the day and year first above written.

STREET'S WESTERN STABLE CAR LINE.

By J. N. FAITHORN,

Vice-Pres. & Gen'l Manager.

Subject to the approval of the President & Board of Directors of the Street's Western Stable Car Line.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By THOS. C. PURDY,

Vice-Pres. & Gen'l Manager.

EXHIBIT "A."

Agreement, made this.....day of November, A. D. 1890, by and between STREET'S WESTERN STABLE CAR LINE, a corporation organized and existing under the laws of the State of Illinois, hereinafter designated as the "Car Line" party of the first part, and GEORGE A. EDDY and H. C. CROSS, Receivers of the MISSOURI, KANSAS & TEXAS RAILWAY, duly appointed and acting as such, under orders of the United States Circuit Court for the district of Kansas, in certain equity causes therein pending, wherein the Mercantile Trust Company is plaintiff, and the said MISSOURI, KANSAS & TEXAS RAILWAY COMPANY and others,are defendants, and in another certain equity cause in said court pending, wherein the Union Trust Company of New York is plaintiff, and the said MISSOURI, KANSAS & TEXAS RAILWAY COMPANY and others are defendants, and hereinafter designated as "Receivers" party of the second part; and as this contract is made, as will appear by its terms, so that it may extend beyond the period of the Receivership of said Receivers and is for the benefit of the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, the said company is hereinafter designated as the Missouri, Kansas & Texas Railway Company or the "Railway Company;"

WITNESSETH: that whereas, the Car Line is engaged in the business of operating certain improved stock cars known as "Street's Stable Cars," the construction and operation of which cars are protected by certain Letters Patent of the United States, for the transportation of live stock, and furnishing the said cars to railroad companies, corporations, firms or persons engaged in the raising, sale, purchase or shipment of live stock, in consideration of certain agreed compensation, and

WHEREAS: the said Receivers desire to avail themselves and the Missouri, Kansas & Texas Railway Company of the use of said cars and of the improvements under said Letters Patent in transporting live stock over the various lines of railroad of said Railroad Company.

NOW, THEREFORE, the Car Line and the Receivers for themselves and for said Missouri, Kansas & Texas Railway Company, for and in consideration of the covenants and moneys hereinafter mentioned to be kept, performed and paid by the parties hereto respectively, do hereby covenant and agree to and with each other as follows, that is to say:

FIRST.

The Car Line shall provide at its own sole cost and expense and shall place in use on the lines of railroad of the Missouri, Kansas & Texas Railway Company free of any expense to the Receivers or said Railway Company other than herein provided for, but subject in all respects to the terms and conditions hereinafter expressed, 550 of its improved stable cars.

SECOND.

The Receivers shall procure to be furnished by the Car Line 550 additional cars of the improved stable cars of the Car Line, which said cars so constructed shall conditionally be the property of the Receivers and the Missouri, Kansas & Texas Railway Company.

THIRD.

The said 1100 cars mentioned in paragraphs first and second hereof, shall be constructed after the latest improved patterns and designs of the Car Line, and shall be provided with a standard freight car truck, as per specifications of Master Car Builder of the said Receivers and the said Railway Company, and shall also be equipped with the Westinghouse Automatic Air-Brake of the latest improved design, and the Gould or Janny freight car coupling of the Master Car Builders' Association, whichever the Receivers may direct. Said cars shall also be constructed in accordance with the plans and specifications therefor furnished by the Car Line, except as above specified; and, in the construction thereof, shall be subject to the inspection of the car Inspectors of either or both parties hereto. All of the cars herein referred to shall be lettered and numbered in the car equipment of the Car Line and also shall be lettered and numbered in the car equipment of the Missouri, Kansas & Texas Railway Company. The 550 cars so to be procured to be furnished by the Receivers, shall be numbered from.....to.....inclusive, and the 550 cars to be furnished by the Car Line shall be numbered from 2400

to 2699 and from 2800 to 2999 and from 5000 to 5049 inclusive. The 550 cars to be furnished by the Car Line are to be in first class condition and subject to the inspection of the Master Car Builder of the Receivers and the Railway Company before being accepted.

FOURTH.

In case the 1100 cars hereinbefore referred to shall, in the opinion of the Receivers or the Missouri, Kansas & Texas Railway Company, at any time be insufficient to transport over the lines of the Railway Company all live stock which the Receivers or the Railway Company wish to transport, then and in that case the Car Line agrees to furnish to said Receivers or Railway Company, promptly upon their demand, such additional cars of the Car Line's construction as shall be sufficient in the opinion of the Receivers or the Railway Company, to transport all such live stock over the lines of the Railway Company.

The 1100 cars herein mentioned and the additional cars mentioned in this paragraph of this agreement, will hereinafter be referred to as "equipment."

FIFTH.

The Car Line hereby covenants and agrees to and with the Receivers and the Missouri, Kansas & Texas Railway Company that the Car Line shall for all time indemnify, protect and save harmless the Receivers and the said Railway Company of and from any and all claims and demands, costs, charges or expenses for infringement or alleged infringement of the patents by any person or persons, firm or corporation, by reason of the construction or use by the Receivers and said Railway Company of the cars of the Car Line under the terms hereof. Provided that the Receivers or the Railway Company shall give due notice to the Car Line of any Claim of infringement or damages, and also permit the Car Line to defend and resist any such claim in the name of the Receivers or Railway Company or otherwise, but at the sole cost and expense of the Car Line.

SIXTH.

The Receivers and the Missouri, Kansas & Texas Railway Company hereby agree to pay to the Car Line as compensation for the use of the equipment hereinbefore referred to, at the times and in the manner that payments are made to railroad companies for the use of the cars interchanged, the sum of three quarters (3/4) of a cent per car per mile for each and every

mile, that any or all of the cars belonging to the said equipment shall run over the lines of railroad of the said Railway Company, and will furnish daily reports to the Car Line, of the movements of said cars upon the railroad lines of said Railway Company.

All the cars of the Car Line delivered to and received by the Receivers or the said Railway Company in the usual course of business, by connecting carriers for transportation over its lines of railroad, shall be paid for by the Receivers or the said Railway Company, to the Car Line, at the rate of three quarters (3/4) of a cent per car, per mile, for each and every mile run over the lines of the Railway Company.

The Receivers or the said Railway Company shall not be held responsible to the Car Line for any mileage compensation beyond the limits of its own line of railroad.

In case the Car Line desires, for its own convenience or purposes, to transfer over the lines of the said Railway Company any of its cars, the Car Line shall pay the Receivers or the Railway Company therefor, at the rate chargeable between railways for the transfer of cars belonging to railway companies.

SEVENTH.

All customary appliances required at any point on the line of the said Railway Company, for the proper watering and feeding of live stock in such cars, shall be erected by the Car Line at the expense of the Car Line, at places to be approved by the Receivers, or the General Manager, or General Superintendent of the Railway Company. The water necessary for the watering shall be furnished by the Receivers or the Railway Company. The Receivers or the said Railway Company shall not use or permit any part of the equipment herein provided for, to be used for the handling of other freight than live stock, except by the consent of the Car Line, unless such other freight will not injure or destroy the interior appliances of said cars.

The Receivers, or the said Railway Company, shall furnish free personal transportation to the officers or necessary agents of the Car Line, over the lines of railroad of the Railway Company when such persons are engaged in the actual business done, or to be done, upon or over the lines of the said Railway Company, and to the extent necessary to care for such business properly and efficiently, and to maintain the cars of said equipment as required by the terms of this agreement.

The Car Line will, and does hereby assume all risk of damage to its officers, employees, agents and servants while the same are carried free on or over the lines of railroad of the Railway

Company, and it shall save the Receivers and the said Railway Company free and harmless from all damages and costs arising from and growing out of any accident or casualty to any such officer, employe, agent or servant while being transported over the lines of railroad of the said Railway Company, no matter how such accident or casualty may arise.

EIGHTH.

Whenever the 550 cars so to be procured to be furnished by the said Railway Company, as hereinbefore referred to in paragraph second of this agreement, are not in use and are not necessary to carry on the business for the transportation of live stock on the lines of the said Railway Company, they shall be at the disposal of the Car Line, and may be used by said Car Line for the transportation of live stock therein over any other lines of railroad in the United States. The 550 cars to be furnished by the Receivers, or the Railway Company shall not be subject to removal from the line of the Railway Company by the Car Line, except by the consent of the said Railway Company.

Said Car Line hereby agrees to pay to the Receivers and the Railway Company (to the receivers during the period of the receivership and afterwards to the said Railway Company) as rental for the use of said 550 cars, such a sum per year, per car, for each of said 550 cars as shall be equal to the yearly average net earnings per car of all the cars owned, leased or operated by the Car Line, whether upon the lines of the Railway Company or elsewhere.

The payment of said sum hereinbefore last mentioned shall be made by the Car Line to the Receivers. or the said Railway Company quarterly on the first days of January, April, July and October of each year, which quarterly payment shall be according to the estimates of the Car Line of the net earnings per car, but the actual amount of said payment shall be finally determined and ascertained on the first day of January of each year, by then computing the average net earnings per car of all the cars of the Car Line, regardless of where the said cars shall have been operated for the year ending on that day, and final settlement and adjustment shall then be made on that basis, and the books of account of the Car Line, containing the date from which said average net earnings per car are arrived at, shall at all reasonable times be open to the inspection of the Receivers, or Railway Company, or any officer thereof, thereunto duly authorized by the Receivers, or the President, or General Manager or General Superintendent of the Railway Company, in writing.

NINTH.

All cars mentioned in this agreement, when in use upon the lines of the said Railway Company, and in need of repairs, shall be repaired by the Receivers, or the Railway Company and payment shall be made for such repairs under the rules of the Master Car Builders' Association, as the same are applied to cars interchanged between railroads, and belonging to Railroad Companies

TENTH.

All additional improvements or appliances which the Car Line shall make or use in its cars, which shall be secured by Letters Patent, either taken out by, or assigned to, or owned by said Car Line during the term of this indenture, may be made use of by the Receivers, or the Railway Company, at any time hereafter upon said 550 cars, without paying any additional compensation therefor, and all such additional improvements and appliances shall, at the sole expense of the Car Line, be put upon the 550 cars to be furnished by the Car Line, whenever the Receivers, or the said Railway Company, shall so demand and without any further charge or rent therefor, to be paid by the Receivers, or the Railway Company.

ELEVENTH.

The Receivers for themselves, and the Railway Company hereby agree to permit all shippers of live stock upon and over the lines of railroad of the said Railway Company, to use all cars mentioned in this agreement upon the same terms of freight charges, rules and conditions as the Receivers, or the Railway Company, make and apply in the use of any live stock car of the same length.

The Receivers for themselves, and the Railway Company, also agree that they will not, during the term of this indenture, make any other contract, arrangement or agreement for the use on the line of railroad of the Missouri, Kansas and Texas Railway Company of any improved stock cars with any other corporation, firm or individual, that shall not be extended on equal terms to said Car Line. It is hereby understood and agreed that nothing in this contract shall be so construed as to prohibit the Railway Company from carrying live stock in other improved cars.

The Car Line shall not make any more favorable contract, or contracts, with any other line or lines of railroad, for the use of its stable cars, and shall not, directly or indirectly, permit its cars to be used on any line of railroad on more favorble terms than

those herein contained. In the event that the Car Line shall directly or indirectly make with any other railroad company, firm, corporation, or individual, any more favorable terms for the use of its cars than are granted to the Railway Company herein, or shall lease, sell, or grant, the right to build and use the said cars upon other or more favorable terms than are herein contained, it shall at once notify the Receivers, and the said Railway Company, and give the said Receivers and Railway Company, equivalent rights and privileges, should the Receivers and the said Railway Company desire the same.

TWELFTH.

It is further agreed that, in case the parties hereto are unable to agree as to any of the terms of, or matters, or things mentioned in this agreement, then the matter in dispute shall be referred to arbitrators consisting of three persons, selected as follows: One person to be chosen by each of the parties hereto, and such persons so chosen shall select a third arbitrator. Provided, however, that none of the Arbitrators shall be in the employ of either of the parties hereto, and provided, further, that said arbitrators shall be persons skilled in railroad operations.

The decision of said arbitrators, or a majority of them, shall be final and conclusive upon the parties hereto.

THIRTEENTH.

This agreement shall take effect and be in force for the period of fifteen (15) years from and after the date hereof. This is not, however, to become effective until approved by the United States Circuit Court for the district of Kansas, by proper orders made in the causes therein pending, wherein these Receivers were appointed.

FOURTEENTH.

The delivery of the 550 cars which are, by this agreement, the additional purchased by the Receivers, is to be made by the Car Line, between the first of February and the 31st of March, 1891; and the delivery of the other 550 cars belonging to the Car Line, is to be made between those dates.

IN WITNESS WHEREOF, the said Street's Western Stable Car Line, has caused these presents to be signed by its President, and attested by its Secretary, and its corporate seal to be hereunto affixed, at Chicago, the day and year first above

written, and the said GEORGE A. EDDY, and H. C. CROSS, Receivers of the Missouri, Kansas & Texas Railway, have hereunto set their respective hands and seals, as such Receivers the day and year first above written.

STREET'S WESTERN STABLE CAR LINE,

S. M. FISCHER,

Attest: President.

L. D. KNEELAND,

Secretary.

[SEAL]

GEO. A. EDDY } Receivers,
H. C. CROSS, } M. K. & T. R'y.

EXHIBIT "B."

Additional Agreement, entered into this _____ day of November, A. D. 1890, by and between the STREET'S WESTERN STABLE CAR LINE, a corporation organized and existing under the laws of the State of Illinois, hereinafter designated as the "Car Company", party of the first part, and GEORGE A. EDDY, and H. C. CROSS, Receivers of the MISSOURI, KANSAS & TEXAS RAILWAY, duly appointed and acting as such under certain orders made in certain equity causes now pending in the United States Circuit Court for the district of Kansas, wherein the Mercantile Trust Company is plaintiff, and the said MISSOURI, KANSAS & TEXAS RAILWAY, and others are defendants, and also in another certain equity cause in said court now pending, wherein the Union Trust Company of New York, is plaintiff, and the MISSOURI, KANSAS & TEXAS RAILWAY, and others, are defendants, hereinafter designated as the "Receivers" party of the second part: and the railroad company hereinafter referred to, is the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, and shall be designated as the "Missouri, Kansas & Texas Railway Company" or the "Railway Company":

WITNESSETH:

That whereas, the parties hereto have this day entered into an agreement for the term of fifteen (15) years, regarding the use of 1100 of Street's Western Stable Car Line cars, upon the lines of the Missouri, Kansas & Texas Railway Company, which agreement for additional particulars is hereby referred to, and which agreement provides, among other things, that the Receivers, or the said Railway Company, are to procure to be furnished 550 of said Street's Stable cars, to be operated as in said contract provided.

AND, WHEREAS, said agreement further provides, that the Receivers, and the Railway Company, are to pay to the Car Line as compensation for the use of said 1100 cars, at the time and in the manner that payments are made to the railroad companies for the use of cars interchanged, the sum of three-quarters (3/4) of a cent per car, per mile, for each and every mile that any or all of the cars belonging to said equipment run over the lines of railroad of the said Railway Company.

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AND, WHEREAS, said Receivers have agreed to purchase the said 550 cars so to be furnished by them as aforesaid, from the Car Company for the sum of Seven hundred and forty dollars ($740) each, inclusive of all royalties, upon which said purchase the Receivers have agreed to pay to the Car Company in cash, the sum of Seventy five dollars ($75) each, per car, upon the delivery of said 550 cars, leaving a balance due to the Car Company, of Six hundred and sixty-five dollars ($665) upon each of said cars.

NOW, THEREFORE, it is agreed that the Car Company shall credit to the Receivers, upon its books, the payments to become due to the Receivers, and said Railway Company, as fully provided and set forth in paragraph eight (8) of said agreement, at the times mentioned in said paragraph when said credits or payments are to be made, the various sums of money so to become due, and that whenever and as soon as the said credits, after allowing due charges of interest, as hereinafter provided, shall amount to the sum of Six hundred and sixty-five dollars ($665.) per car, and provided, further, that the Receivers, and the Railway Company, shall have kept and performed all the conditions and covenants of said agreement hereinbefore referred to, that then, and in that case, the Car Company, its successors, or assigns, shall cause to be executed and delivered to the Receivers, or the Railway Company, a bill of sale or other proper instrument of conveyance, conveying a good and sufficient title to said Receivers, or Railway Company, their successors, or assigns, to said 550 cars, which said bill of sale shall also be accompanied with proper deliveries of said cars to the Receivers, and Railway Company, their successors, or assigns.

It is further agreed that the said Receivers, or the said Railway Company, may, at any time, pay the balance due on said 550 cars, and thereby become the owners thereof; and, if the Receivers, or the said Railway Company, shall select to pay the balance due, then the said Car Company shall account to the Receivers of the Railway Company, for the sum due for the use of said cars, as at the date of the quarter of the year succeeding the election of the said Receivers, or said Railway Company, to pay the balance due.

It is further understood and agreed in said agreement heretofore referred to, on the part of the Receivers, or the Railway Company, to use and operate said cars for fifteen (15) years from the date of the execution of said agreement, is one of the principal considerations to the Car Company, for the execution of this agreement.

It is further agreed that the balances due the Car Company, shall bear interest at the rate of seven per cent (7%) per annum, payable semi-annually.

This agreement to become effective, when authorized by the United States Circuit Court for the district of Kansas, by proper orders in the causes wherein the said Receivers were appointed.

IN WITNESS WHEREOF, the said STREET'S WESTERN STABLE CAR LINE has caused these presents to be signed by its President, and attested by its Secretary, and its corporate seal to be hereunto affixed, at Chicago, the day and year first above written, and the said GEORGE A. EDDY and H. C. CROSS, Receivers, as aforesaid, duly authorized thereto by the court, have hereunto set their respective hands and seals as such Receivers, the day and year first above written.

STREET'S WESTERN STABLE CAR LINE,

S. M. FISCHER,

Attest, President.

L. D. KNEELAND,

Secretary.

[SEAL]

GEO. A. EDDY, } Receivers,
H. C. CROSS, } M. K. & T. R'y

Sherman, Shreveport & Southern

Joint Yard Agreement.

(GREENVILLE, TEXAS.)

—OF—

March 1st, 1894,

—BETWEEN—

The Missouri, Kansas & Texas Railway Company of Texas,

AND

The Sherman, Shreveport & Southern Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

The Missouri, Kansas & Texas Railway Company of Texas,

AND

The Sherman, Shreveport & Southern Railway Company,

Covering Joint use of Yard and Station at Greenville, Texas.

DATE: March 1st, 1894.

PERIOD: 10 years from January 1st, 1894.

EXPIRES: January 1st, 1904.

TERMS: Repairs and renewals of freight and passenger stations, and wages of station employes, to be divided on tonnage basis.

Repairs and renewals, of yard buildings, maintenance of switch engines, and wages of yard employes, to be divided on wheelage basis.

Wages of joint dispatchers, operators and messengers to be divided, Missouri, Kansas & Texas Railway Company of Texas, 60%; Sherman, Shreveport & Southern Railway Company, 40%.

Monthly settlements.

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This Agreement, made and entered into this first day of March, 1894, by and between THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS, party of the first part, and THE SHERMAN, SHREVEPORT & SOUTHERN RAILWAY COMPANY, party of the second part;

WITNESSETH:

That whereas the parties hereto desire to participate jointly in the operation and maintenance of the station and yard facilities at Greenville, Texas, and to establish such a basis for division of joint expenses as will be just and equitable to both parties, therefore it is agreed.

FIRST.

All tracks within yard limits, as indicated by "YARD LIMIT" boards, are to be considered joint yard tracks, except that in the yard of said second party near the shops, that only joint tracks shall be the tracks leading to the turntable siding No. 1 West, and sidings 1 and 2 East of the Main track of said second party. The tracks belonging to each company are to be shown by a map or plat attached hereto and made a part hereof. Each party hereto is to have the care and custody of, and do all necessary work on its own tracks and road bed, making no charge therefore against the other company unless same shall have been damaged by wreck or otherwise, other than ordinary wear and tear, in which event the party responsible for the damage shall pay the entire cost of such repairs, as may be necessary to restore said tracks, roadways or appliances to their former condition of usefulness.

SECOND.

The passenger station, freight house and platform, cotton platform, yardmaster's office, flagman's house, stock pens and track scales, and all other structures used by any joint employes are to be considered joint, (except as to ownership) and shall be in the custody of the party of the first part, which shall make all necessary betterments, renewals and repairs, and render bill

against the party of the second part for its proper proportion, providing that said first party shall make no extraordinary betterments or repairs, without first having obtained the consent of said second party.

Said first party to keep said structures insured and shall be liable for any loss or damage to them by fire.

All employes necessary to carry on the business of said joint station and yard to be in charge of and appointed by the party of the first part, subject to the approval of the party of the second part, except that each party is to employ, have charge of, and pay its own trackmen.

THIRD.

Wages of Agent and clerks, ticket agent, warehousemen and other station employes, cost of all betterments, and renewals and repairs to joint freight and passenger buildings, and everything pertaining thereto, including office furniture and fixtures, and incidental expenses for lights, fuel, &c., for said buildings, shall be divided on a tonnage basis.

FOURTH.

Wages of all yardmen, switch-enginemen, crossing watchman, repairs to and running expense of switch-engines including oils, fuel, water, etc., electric or other lights, for crossings and switches, also cost of all betterments, renewals and repairs of all yard buildings shall be divided on a wheelage basis.

Any revenue derived from switching is to be divided between the parties hereto, on the regular wheelage basis.

FIFTH.

The train despatchers, operators and messengers shall be joint employes, appointed by the party of the first part, subject to the approval of the party of the second part, and be in charge of the movement of the trains of both parties hereto, over their respective divisions, and shall give neither company undue privileges or advantages over the other, and shall receive orders from the proper officers of said companies, pertaining to the trains of their respective companies only neither company to have any jurisdiction over the trains or business of the other.

The party of the first part shall pay the wages of said despatchers, operators and messengers, and furnish lights, ice and joint supplies required, and render a bill monthly against the party of the second part, for forty per cent (40%) of the total amount paid.

SIXTH.

Expenses arising from accidents in the joint yard, caused by road crews, to be paid by the company whose employes are at fault.

In case of accidents caused by joint employes resulting in damage to engines, cars or other railroad property, or damage to property of, of injury to third parties, or of personal injuries to employes, the expenses arising therefrom to be divided on a wheelage basis.

In case of damage to freight or baggage where it is impossible to ascertain which company is responsible, or of personal injury or damage to property, caused by joint station employes, the expense is to be divided on a tonnage basis.

SEVENTH.

The party of the first part shall furnish the switch engines required to do the switching for both companies, and be allowed credit therefor at the rate of ten dollars ($10.00) per day for each engine, the maximum for one month to be two hundred and fifty dollars ($250.00)

Each company shall be charged its proportion of this rental as well as the cost of ordinary running repairs, and supplies on a wheelage basis. No charge is to be made for general overhauling.

EIGHTH.

Neither company shall make any charge for rental of buildings or tracks.

NINTH.

Cost of labor and material for repairs to engines and cars, shall be charged to the company for which the work is done, at actual cost with ten per cent. added for superintendence, and use of tools; but each company is to repair and clean its own cars and engines when practicable.

TENTH.

The party of the first part shall have the right to turn with its own employes, its engines and cars on the turntable of the party of the second part, and shall pay therefor, its proportionate cost of maintenance of the same based on the number of times said turntable is used by both parties, and shall be responsible to said second party for all damage it may cause to said table other than ordinary wear and tear.

ELEVENTH.

Each company shall furnish water for its own road engines, and pay its proportion on wheelage basis, of cost of water furnished switch engines.

TWELFTH.

The manner of arriving at the percentages for division of expenses shall be as follows:

All freight which passes through the yards without being handled by the station employes, is not to be included in tonnage statement.

All freight received by The Missouri, Kansas & Texas Railway Company of Texas, and handled into warehouse, over platform, or transferred from car to car, is to be counted as Missouri, Kansas & Texas Railway Company of Texas received tonnage, regardless of whether it is for Greenville proper, or to be forwarded via The Missouri, Kansas & Texas Railway Company of Texas, or The Sherman, Shreveport & Southern Railway Company, or the St. Louis South Western Railway Company.

All freight forwarded via The Missouri, Kansas & Texas Railway Company of Texas, which has been handled through the warehouse, over platform, or transferred from car to car, is to be counted as Missouri, Kansas & Texas Railway Company of Texas forwarded tonnage, regardless of whether it originated at Greenville or was received via The Missouri, Kansas & Texas Railway Company of Texas, or via The Sherman, Shreveport & Southern Railway Company or via the St. Louis South Western Railway Company.

All freight received via The Sherman, Shreveport & Southern Railway Company and handled into warehouse, over platform, or transferred from car to car, is to be counted as Sherman, Shreveport & Southern Railway Company received tonnage, regardless of its destination.

All freight forwarded via The Sherman, Shreveport & Southern Railway Company, which has been handled through the warehouse, over platform, or transferred from car to car, is to be counted as Sherman, Shreveport & Southern Railway Company, forwarded tonnage, regardless of where it originated.

All cars and engines which pass through the yard in through trains are not to be counted in wheelage statements.

All cars received via The Missouri, Kansas & Texas Railway Company of Texas, except as above, are to be counted as Missouri, Kansas & Texas Railway Company of Texas, cars received, regardless of their destination.

All cars forwarded via The Missouri, Kansas & Texas Railway Company of Texas, except as above, are to be counted as Missouri, Kansas & Texas Railway Company of Texas cars forwarded, regardless of where they originated.

All cars received via The Sherman, Shreveport & Southern Railway Company except as above, are to be counted as Sherman, Shreveport & Southern Railway Company cars received, regardless of their destination.

All cars forwarded via The Sherman, Shreveport & Southern Railway Company, except as above, are to be counted as Sherman, Shreveport & Southern Railway Company cars forwarded, regardless of where they originated.

This statement to include cars used in passenger and work trains, caboose cars and engines.

THIRTEENTH.

As soon as practicable after the last day of each and every month, either company having incurred any expense during that month, properly chargeable to the other, as hereinbefore provided, shall render to the other company a bill in detail therefor, and if for salaries paid, attach a copy of the original pay roll.

Within thirty (30) days after receiving such bills the other company, if it finds them correct, shall pay to the company rendering them, the amounts as shown by said bills to be due.

FOURTEENTH.

If any question shall hereafter arise in regard to any of the conditions of this agreement, upon which the parties hereto cannot agree, the matter shall be submitted to an arbitration committee of three disinterested persons, one to be selected by each of the

parties hereto, and the third by the two so chosen. The decision of any two of such committee to be considered final, and the matter in dispute shall be settled on the basis of such decision.

FIFTEENTH.

This agreement shall continue in effect for a period of ten (10) years from the first day of January, 1894, except that it may be cancelled upon sixty (60) days notice in writing from either party to the other.

IN WITNESS WHEREOF, the parties to this agreement have caused the same to be signed in duplicate by the respective General Managers, the day and year first above written.

THE MISSOURI, KANSAS & TEXAS RAILWAY CO. OF TEXAS.

By A. A. ALLEN,

General Manager.

THE SHERMAN, SHREVEPORT & SOUTHERN RAILWAY COMPANY.

By F. W. FRATT,

General Manager.

Joint Track

Agreement.

[PAOLA TO KANSAS CITY.]

Of April 1st, 1894,

—BETWEEN—

Kansas City, Fort Scott & Memphis Railroad Company

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Kansas City, Fort Scott & Memphis Railroad Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering use of Joint Tracks, Paola to Kansas City, 43 miles.

DATE:	April 1st, 1894.
PERIOD:	99 years.
EXPIRES:	April 1st, 1993.
TERMS:	Fixed rental, $30,000 per annum.
	Proportional charge for maintenance and operation on wheelage basis.
	Interest charge on permanent additions or improvements, three per cent. per annum on cost.
	Monthly settlements.

4

These Articles of Agreement, Made and entered into this thirteenth day of March A. D. 1894, by and between the Kansas City, Fort Scott & Memphis Railroad Company, a corporation organized and existing under the laws of the states of Kansas, Missouri and Arkansas, and hereinafter called the "Memphis Company" party of the first part; and the Missouri, Kansas & Texas Railway Company, a corporation organized and existing under the laws of the State of Kansas, and hereinafter called the "Kansas Company," party of the second part.
WITNESSETH:

WHEREAS, the said Memphis Company is the owner, in possession of, and operating a line of railroad extending from Kansas City, Missouri, to Paola, Miami County, Kansas, thence in a southeasterly direction through Kansas, Missouri and Arkansas, to the City of Memphis in the State of Tennessee; and

WHEREAS, the said Kansas Company is the owner of or controls and is in possession of and operating the system of railroads known as the Missouri, Kansas & Texas Railway System, extending from Hannibal, Missouri, and Paola and Junction City, Kansas, to Parsons, Kansas; thence in a southerly direction through the Indian Territory to the north line of the State of Texas, near Denison, Texas, with branches and auxiliary lines in the states and territories above named; and

WHEREAS, the railroad of the said Memphis Company connects at Paola, Kansas, and elsewhere, with the railroad of the said Kansas Company; and

WHEREAS, a portion of the railroad of the said Memphis Company between Kansas City and Paola is already double tracked, and it is the intention in the future, as it may seem advisable to double track the remaining portion of said railroad between said points; also to improve the alignment and grades between Merriam Station and Olathe; and

WHEREAS, the said Kansas Company is desirous of securing an entrance into Kansas City, Jackson County, Missouri, from Paola, Kansas, over the railroad of the said Memphis Company; and

WHEREAS, the said Memphis Company is willing to grant to said Kansas Company the use of the railroad of said Memphis Company from the said City of Paola into Kansas City, Missouri, upon the terms and conditions hereinafter specified:

NOW, THEREFORE, the parties hereto, each of them in consideration of the covenants and agreements of the other herein contained, do hereby covenant and agree with each other as follows:

ARTICLE I.

The Memphis Company hereby grants to the Kansas Company for the term hereinafter stated the right to use as in this agreement provided, the main tracks of the Memphis Company between the junction of the railroads of both companies in or near Paola, Kansas, and the northerly line of the land of the Kansas City Belt Railway Company at the crossing of its tracks with the tracks of the Memphis Company in Kansas City, Missouri, and the necessary passing and side tracks and switches, with all of the facilities and appurtenances thereunto belonging, for its engines and trains, together with such use and benefit of the said appurtenances as may be or become necessary and convenient for the safe passage of the engines and trains of the Kansas Company over said railroad between said points, which said main railroad tracks between the points aforesaid, as now or hereafter constructed including the necessary side and passing tracks and switches, with the facilities and appurtenances thereunto belonging, are hereinafter referred to as joint tracks.

The point of junction between said railroads in or near Paola above referred to, and which is to be the southerly end of said joint tracks, is hereby fixed at a point in the depot grounds of the Memphis Company at Paola where the southerly line of Wea Street produced crosses the Memphis Company's track; and as it is necessary for the Kansas Company to cross a portion of said depot grounds in order to reach said point of junction, the Memphis Company also grants to the Kansas Company the right to construct, maintain and operate, at its own expense during the continuance of this contract, one connecting track across said depot grounds from a point in the west line thereof near the intersection of the south line of Miami Street produced, to the said junction point. Also the right is to be given, when required, to the Kansas Company to lay one track across the right of way of the Memphis Company to the westerly line thereof; such track to leave the Memphis Company's main tracks at said northerly

line of the Kansas City Belt Railway Company's land at the junction of its said track with the tracks of the Memphis Company in Kanaas City, Misssouri, and not to exceed two hundred and twenty-five feet in length on the land of the Memphis Company, as shown on the plat hereto attached. The use hereby granted to the Kansas Company is for its own business. including all business delivered to it by connecting lines; but said Kansas Company, under cover of this agreement, shall not permit or provide for the use of said joint tracks by another railroad company.

ARTICLE II.

The connections and connecting appliances between the main track of the said Kansas Company and the joint tracks so far as such connections and connecting appliances are upon the right of way of the Memphis Company, shall be put in by the Memphis Company, and the cost thereof shall be added to the cost of the joint tracks, upon which rental is to be paid. The cost of maintenance of such connections and appliances shall be chargeable to the account of maintenance and operation, as provided in the second subdivision of Article X. hereof. The whole cost of operation of such connections and connecting appliances shall be borne equally by the Memphis Company and the Kansas Company, each party paying one half thereof.

The cost of all connections, so far as they are upon the right of way of the Kansas Company, shall be wholly borne by the Kansas Company.

ARTICLE III.

The Kansas Company shall have equal rights with the Memphis Company to have and maintain a telegraph line upon the right of way occupied by the joint tracks aforesaid, either by building an independent line upon said right of way or by placing its own wires upon the telegraph poles of the Memphis Company, but the location of such wires, or of the new line, if one be built, shall be fixed by the Memphis Company.

ARTICLE IV.

The Memphis Company shall have the control of the admission and exit of the engines and trains of the Kansas Company to and from the joint tracks, and shall control the movements of such engines and trains while upon the joint tracks, and to that

end, shall provide reasonable rules and regulations governing the movements of all trains; provided, that the engines and trains of the Kansas Company shall have equal rights in all respects with the trains of the Memphis Company, or others, on said joint tracks. Passenger trains on said joint tracks shall have preference over freight or other trains, such as is usual and customary on first class railroads. The trains and engines of the Kansas Company are to be operated by its own employes and at its own expense, while on said joint tracks, and in entering upon, in leaving and while on said joint tracks, to be subject in movement to the control and orders of the Memphis Company, which shall see that they are moved with proper despatch, without discrimination, and with equal rights with other trains of the same class, whether of the Memphis Company or others.

ARTICLE V.

The Memphis Company reserves the right to permit other persons or corporations to use the joint tracks in common with the Companies parties to this agreement, but such admission of others to a common use of said joint tracks shall not materially obstruct or hinder the Kansas Company in the fair and reasonable use of the rights granted to it by this contract.

ARTICLE VI.

The Memphis Company reserves to itself all local traffic on the said joint tracks between Kansas City and Paola, between intermediate points on said joint tracks, and between any intermediate point and either terminus of said joint tracks, and between any intermediate point and points south of Paola and north of Kansas City; and the Kansas Company agrees, so far as it legally may, that it will do no such local business. Should the Kansas Company, through any means beyond its control, be forced to carry any such local traffic, then it shall account to the Memphis Company, for sixty per cent. of the local traffic rate of the Memphis Company between the point of shipment and that point upon said joint tracks to which the shipment shall be carried.

ARTICLE VII.

All persons engaged in the maintenance or operation of the property used jointly under this agreement shall, for the purposes of this agreement, be regarded as joint employes of the parties hereto and of all such other persons or corporations as shall be admitted

to the joint use of such property. If any persons are engaged partly in the maintenance and operation of the property used jointly, and partly in service not connected with such maintenance or operation, then in that case they shall be regarded as joint employes only to the extent of their engagement for the joint use and the benefit of the parties hereto, and of other parties using the said joint tracks. It is further understood that the train employes of either party hereto engaged in the separate service of such party, are not joint employes under this agreement.

ARTICLE VIII.

In all cases of injury, loss or damage to persons or property arising in the use of said joint tracks under this agreement, each of the parties hereto shall be liable for its own negligence or willful wrongs, and for the negligence or willful wrongs of its officers and employes, except that when both the Kansas Company and the Memphis Company by themselves or their officers are at fault, or negligent, or when the injury, loss or damage results from the acts of the joint employes, or from unknown causes, the cost and expense thereof shall go into the joint account as an operating expense and be charged to the account of maintenance and operation provided for in the second subdivision of Article X. hereof; and each party shall pay its proportion thereof on the wheelage basis, as other operating expenses, and if either party hereto shall, at any time, pay or be compelled to pay any sum or sums for which another of the parties hereto is liable, such other party hereto agrees to fully indemnify it and reimburse to it such sum or sums, and all expense, loss and cost therein or connected therewith.

ARTICLE IX.

If traffic over the joint tracks or business thereon is at any time interrupted or delayed from any cause, not the willful act of either of the parties hereto, then and in that case neither of the parties hereto shall have any claim or right of action against the other, or its successors or assigns, for loss or damage of and kind caused by or resulting from such interruption or delay.

ARTICLE X.

For the use of the joint tracks herein granted the Kansas Company is to pay:

First: What shall be known as fixed rental, representing an agreed interest charge on what would be the present cost of the

joint tracks, including bridges, side and passing tracks and switches and other facilities and appurtenances, and which fixed rental it is hereby agreed shall be Thirty Thousand Dollars ($30,000.) per year, payable monthly on or before the fifteenth day of each and every month, after the same shall have matured.

Second: What shall be known as proportional charge for maintenance and operation of the joint tracks, including bridges, side and passing tracks and switches, etc., but excluding depot and station warehouses, sidings and other improvements not part of main and passing tracks. To maintenance and operation of joint tracks in addition to the cost of maintaining and operating the same is to be charged the cost of taxes, insurance, renewals, and repairs on such joint tracks. Of the cost of maintenance and operation as hereinbefore defined, the Kansas Company is to pay its proportion monthly, according to use, and which use shall be determined on what is known as the wheelage basis; that is to say, the sums to be paid monthly by the Kansas Company shall bear the same proportion to the total amount disbursed by the Memphis Company during any calendar month, for and on account of maintenance and operation, as the number of wheels per mile that the Kansas Company shall run upon or over the joint tracks covered by this contract, shall bear to the total number of wheels per mile run upon or over the same during the said month by all parties using the same, but not including wheels run by working or relief trains or engines of the Memphis Company in use for maintenance or relief purposes, upon the said joint tracks. On or before the fifteenth day of each month, after this agreement takes effect, the said Memphis Company shall render to the said Kansas Company a true statement showing the number of wheels run by said Kansas Company upon or over the said tracks, during the last calendar month, and the mileage thereof, and the total number of wheels so run and the mileage thereof, and the amount due from the said Kansas Company as its proportion of the charges to be paid by it, as hereinbefore stipulated; and the said Kansas Company agrees to pay to the Memphis Company, within thirty days thereafter, the full amount thereof.

Third: What shall be known as proportional interest charge on permanent additions or improvements to the joint tracks. If, during the existence of this agreement, the Memphis Company shall make permanent additions or improvements to the joint tracks and property covered by this contract (except to depot and station warehouses, siding and other improvements not parts of main and passing tracks,) such as shall be properly chargeable to capital or construction account, and of which additions or

improvements the Kansas Company shall have and enjoy the use and benefit, then the Kansas Company agrees to pay interest at the rate of three per cent. per annum, from the time of disbursement by said Memphis Company, and during the continuance of this agreement, upon the cost of such permanent additions and improvements, payable monthly; provided, that if at any time hereafter the said Memphis Company shall admit to the use of the said joint tracks more than one person or corporation as tenant or tenants in common with the parties hereto, and shall make additions or improvements to its property at and between Paola and Kansas City for the accommodation of such other tenant or tenants in common, other than double tracking and improvements of alignment and grades hereinbefore referred to, which additions or improvements would not have been necessary for the accommodation of the parties to this agreement and one other tenant in common with them, then and in such cases the Kansas Company shall not be required to pay any interest upon such additions or improvements made necessary as aforesaid by the admission of such additional tenant or tenants in common, unless the consent in writing of said Kansas Company be had before the said additions or improvements shall be made; it being expressly understood and agreed, however, that the Memphis Company has the right at its discretion to double track said railroad between Kansas City and Paola and to improve the alignment and grades between Merriam Station and Olathe, as hereinbefore referred to, adding the cost thereof to capital or construction account, three per cent. interest per annum upon which is to be paid by the Kansas Company as hereinbefore provided.

ARTICLE XI.

All payments herein specified to be made by the Kansas Company for fixed annual rental and interest charges shall be payable at the office of the Memphis Company in Kansas City, Missouri, in gold coin of the United States, of the present weight and fineness; all other payments herein provided for shall be made in lawful money of the United States at the said office of the Memphis Company.

ARTICLE XII.

If at any time, a difference should arise between the companies parties hereto as to whether any one or more items charged by the Memphis Company to operation or maintenance of the joint tracks, or to permanent additions to the same or improve-

ments thereof, have been properly chargeable against the Kansas Company, then the matter in dispute shall be submitted to three arbitrators, one to be selected by each party hereto and the other to be selected by the two arbitrators, and the decision of such arbitrators shall be final and conclusive.

ARTICLE XIII.

If hereafter the Memphis Company shall permit the use of said joint tracks or any part thereof, by any other railroad company or companies, as tenant or tenants in common with the parties hereto, then and during the period of such use by another tenant or tenants in common, the fixed annual rental to be paid as specified in the first subdivision of Article X hereof, shall not be reduced.

ARTICLE XIV.

If the said Kansas Company shall fail to meet any of the payments provided for in this agreement for the period of sixty days after the same shall have become due and payable, then and in any such case this agreement shall, at the option of the Memphis Company, its successors and assigns, immediately terminate, and be null and void; and said Memphis Company may upon five days notice, remove and exclude the Kansas Company and its trains and engines from the property and every part thereof.

ARTICLE XV.

The Memphis Company agrees to switch and transfer cars for said Kansas Company as may be required during the period of this agreement by the Kansas Company in Kansas City, Missouri, between such delivery tracks as said Memphis Company may designate, and other points within said city reached by its tracks. And said Kansas Company agrees to pay such reasonable charges for switching and transfer service, and for the use of any side tracks belonging to said Memphis Company incidental thereto, as the Memphis Company may from time to time establish and as may be in accordance with the prevailing custom of railroad companies doing business in said city. But nothing in this Article shall be construed to require said Memphis Company to furnish to, or provide for the said Kansas Company any terminal facilities whatever in Kansas City, Missouri, but it shall provide for itself all proper side tracks and terminals in said city.

ARTICLE XVI.

If at any time hereafter, by operation of law, or because of any judicial process, the Memphis Company, the Kansas Company, or any successor, assigns, trustee or receiver of either shall have the option to terminate this agreement, then, and in any such case, the other company, its successors and assigns, shall also have the option to terminate it.

ARTICLE XVII.

The joint use of the joint tracks herein provided for shall begin on the first day of April, 1894, and the rent under this contract shall accrue from that time; and this contract shall continue in force from such date for the full term of ninety-nine years.

ARTICLE XVIII.

In the event the Kansas Company should deem it advisable to organize a new company to operate its said railroad, and should lease or sell the same to such new company, then this contract shall not for that cause be terminated, but such new company shall be entitled to the benefits of this contract so far as may be necessary for the purpose of operating the said railroad of the Kansas Company, with its legitimate extensions, but no further.

IN WITNESS WHEREOF, the parties hereto have signed their corporate names by their respective Presidents and affixed their corporate seals attested by their respective Secretaries, duly authorized thereunto, the day and year first above written.

Executed in Duplicate.

KANSAS CITY, FORT SCOTT & MEMPHIS
RAILROAD COMPANY.

BY GEO. H. NETTLETON,

[SEAL] President.

Attest:

CHAS. MERRIAM,
Secretary.

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MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

BY H. C. ROUSE,

[SEAL] President

Attest:

C. G. HEDGE,

Secretary.

STATE OF MISSOURI, } ss.
COUNTY OF JACKSON. }

On this 13th day of March, A. D., 1894, before me a Notary Public within and for the County and State aforesaid, appeared George H. Nettleton, to me personally known, who, being by me duly sworn, did say that he is the President of the Kansas City, Fort Scott & Memphis Railroad Company, a corporation organized and existing under the laws of the States of Missouri, Kansas and Arkansas, and that the seal affixed to said foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said George H. Nettleton acknowledged said instrument to be the free act and deed of said corporation.

My commission as Notary Public will expire August 29, 1896.

In witness whereof, I have hereunto set my hand and Notarial Seal the day and year first above written.

JOHN H. CRANDALL,

[SEAL] Notary Public within and for Jackson County, Missouri.

STATE OF OHIO, }
COUNTY OF CUYAHOGA. } ss.

On this 26th day of March, A. D. 1894, before me, a notary public within and for the County and State aforesaid, appeared H. C. Rouse, to me personally known, who, being by me duly sworn, did say that he is the President of the Missouri, Kansas & Texas Railway Company, a corporation organized and existing under the laws of the State of Kansas, and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. C. Rouse, acknowledged said instrument to be the free act and deed of said corporation.

My commission as Notary Public will expire Oct. 8th, 1895.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year first above written.

WM. G. TAYLOR,

[SEAL]

Notary Public in and for the County of Cuyahoga and State of Ohio.

First Modification of Joint Track Agreement.

WHEREAS, the undersigned, the KANSAS CITY, FT. SCOTT & MEMPHIS RAILROAD COMPANY, as party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, as party of the second part, both being railroad corporations, under date of March 13th, A. D. 1894, entered into a contract for the joint use of the former Company's tracks between Paola, Kansas, and Kansas City, Missouri, designated by them as a "Joint Track Agreement," under which said companies have been jointly using said tracks since April 1st, 1894; and,

WHEREAS, in operating thereunder both said companies have concluded that Article VIII thereof can be modified with advantage to both and so as to simplify accounting and to eliminate questions likely to arise as to the cost of repairs in certain cases of accidents.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each from such modification the parties to said joint track agreement, whose names are hereto subscribed, agree as follows:

That Article VIII of said agreement be modified so as to read as follows:

ARTICLE VIII.

In all cases of injury, loss or damage to persons or property arising in the use of said joint tracks under this agreement, each of the parties hereto shall be liable for its own negligence or willful wrongs, and for the negligence or willful wrongs of its officers and employees, except that when both the Kansas Company and the Memphis Company by themselves or their officers are at fault or negligent, or when the injury, loss or damage results from the acts of the joint employees, or from unknown causes, the cost and expense thereof shall go into the joint account as an operating expense, and be charged to the account of maintenance and operation provided for in the second subdivision of Article X. hereof, and each party shall pay its proportion thereof on a wheelage basis, as other operating expenses, and if either party hereto shall, at any time, pay or be compelled to pay any sum or sums for which another of the parties hereto is liable, such other party hereto agrees to fully indemnify it and reimburse to it such

sum or sums, and all expense, loss and cost therein or connected therewith. *Provided, however, that where loss or damage to rolling stock results from the fault of both companies or of their officers, or from the acts of "joint employees," as the term is herein defined, or from unknown causes, each party to the contract shall replace or repair its own rolling stock, or such as may be at the time in its custody, or have the same done at its own cost, which shall be a final settlement of the matter as between the parties hereto, such expense not being divided between them on a wheelage basis.*

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be hereto signed by their respective Presidents, thereunto duly authorized by resolutions of the respective Boards of Directors of said companies, and their corporate seals to be hereto affixed and attested by their respective Secretaries this 21st day of September, 1894.

KANSAS CITY, FT. SCOTT & MEMPHIS
RAILROAD COMPANY.
By GEO. H. NETTLETON,

[SEAL] President.

Attest

CHAS. MERRIAM,
Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.
By HENRY C. ROUSE,

[SEAL] President.

Attest

C. G. HEDGE,
Secretary.

Freight Terminal Agreement.

[KANSAS CITY, MO.]

Of April 1st, 1894,

—BETWEEN—

Kansas City, Fort Scott & Memphis Railroad Company,

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Kansas City, Fort Scott & Memphis Railroad Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering Joint use of Freight Terminals at Kansas City.

DATE:	April 1st, 1894.
PERIOD:	6 years from April 1st, 1894, and thereafter until terminated by three years' notice by either party.
TERMS:	Fixed Rental, $20,000 per annum, $23,000 per annum after April 1st, 1899.
	Proportional charge for maintenance and operation based upon number of cars handled.
	Proportional charge for labor in handling freight on tonnage basis.
	Interest charge on permanent additions and improvements based upon number of cars handled, at rate of six per cent. per annum on cost.
	Monthly settlements.

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These Articles of Agreement, Made and entered into this thirteenth day of March A. D. 1894, by and between the Kansas City, Fort Scott & Memphis Railroad Company, a corporation organized and existing under the laws of the states of Kansas, Missouri and Arkansas, and hereinafter called the "Memphis Company" party of the first part; and the Missouri, Kansas & Texas Railway Company, a corporation organized and existing under the laws of the State of Kansas, and hereinafter called the "Kansas Company," party of the second part.
WITNESSETH:

WHEREAS, the said Memphis Company is the owner of, in possession and operating a line of railroad extending from Kansas City, Missouri, to Paola, Miami County, Kansas, thence in a southeasterly direction through Kansas, Missouri and Arkansas, to the City of Memphis in the State of Tennessee; and

WHEREAS, the said Kansas Company is the owner of or controls and is in possession of and operating the system of railroads known as the Missouri, Kansas & Texas Railway System, extending from Hannibal, Missouri, and Paola and Junction City, Kansas, to Parsons, Kansas; thence in a southerly direction through the Indian Territory to the north line of the State of Texas, near Denison, Texas, with branches and auxiliary lines in the states and territories above named; and

WHEREAS, the railroad of the said Memphis Company connects at Paola, Kansas, and elsewhere, with the railroad of the said Kansas Company; and

WHEREAS, the parties hereto have this day made and entered into articles of agreement for the use by the Kansas Company of the railroad of the said Memphis Company between Paola, Kansas, and Kansas City, Missouri, to which agreement reference is hereby had, and which is hereinafter referred to as the joint track agreement; and

WHEREAS, the said Memphis Company owns, is in possession of, and operates certain freight yards and freight houses and other terminal facilities in Kansas City, Missouri, and Kansas City, Kansas, connected with its said railroad; and

WHEREAS, the said Kansas Company is desirous of securing for itself the joint use with the said Memphis Company of the aforesaid freight terminals and freight houses of the said Memphis Company in said cities, and of making provision for receiving, delivering and handling, cars and freight of the said Kansas Company in the said cities; and

WHEREAS, the said Memphis Company is willing to grant such use of said freight terminals, including side tracks, switches, freight yards and freight houses, properties and lands appertaining thereto, to said Kansas Company, and to receive, store and deliver, move and handle the cars and freight of the said Kansas Company in said cities as hereinafter provided:

NOW, THEREFORE, the parties hereto, each of them in consideration of the covenants and agreements of the other herein contained, do hereby covenant and agree to and with each other as follows:

ARTICLE I.

The said Memphis Company agrees to have ready for use, as hereinafter provided, at the time the parties hereto begin using the joint tracks provided for in the aforesaid Joint Track Agreement, and appertaining thereto and connected therewith, the freight terminals, including freight yards, side tracks, switches and freight houses, with the necessary lands to reasonably and expeditiously accommodate the freight business of the said Memphis Company and the said Kansas Company, and thereafter to maintain such facilities as they now exist for the transaction of the freight business of the parties hereto during the period of this agreement.

ARTICLE II.

The said Memphis Company hereby grants to the Kansas Company for the term hereinafter stated, the right to the joint use with the said Memphis Company of the freight terminals of the said Memphis Company in the Cities of Kansas City, Missouri, and Kansas City, Kansas, including the freight yards, side tracks, switches and freight houses, with the necessary lands and appurtenances thereto belonging.

The freight terminals, the joint use of which is hereby granted to the said Kansas Company, in existence at the time the use thereof under this contract begins, are shown by maps or plats attached hereto and made part hereof.

Such additions and improvements to said freight terminals as may be made subsequent to the commencement of operations under this agreement, and of which, by this agreement, the said Kansas Company may become entitled to the joint use, shall be shown by maps or plats to be attached hereto from time to time, with appropriate endorsements thereon showing that they are parts of the freight terminals covered by this contract.

By "freight terminals" when used in this agreement is meant the side tracks, tracks to private industries, switches, freight yards, freight houses and lands, and other facilities used and to be used in the freight business of the Memphis Company in the cities of Kansas City, Missouri, and Kansas City, Kansas.

The said use hereby granted is only for the business of the said Kansas Company, including all business delivered to it by connecting lines; *provided*, that the said Kansas Company shall not, under cover of this agreement, permit or provide for the use by any other railroad company of the said freight terminals.

ARTICLE III.

In order to preserve unity and avoid conflict in the operation of the said freight terminals in Kansas City, Missouri, and Kansas City, Kansas, it is agreed that the said Memphis Company shall move, store, handle, receive and deliver at, to and from its freight houses all the freight cars and freight of the said Kansas Company while in, upon or about the aforesaid freight terminals in Kansas City, Missouri, and Kansas City, Kansas: and in the first instance pay all the cost and expense thereof, and be reimbursed therefor by the Kansas Company, as hereinafter provided.

ARTICLE IV.

The said Memphis Company agrees to receive, move, store, handle and deliver at, to and from its freight houses on and from its freight terminals in the Cities of Kansas City, Missouri, and Kansas City, Kansas, all the freight traffic of the said Kansas Company in a reasonable and expeditious manner, and in a manner equally as expeditious and careful as the said Memphis Company handles its own freight traffic, and upon equal terms therewith. The said Memphis Company shall designate and set apart for the use of the freight traffic of the said Kansas Company adequate tracks, appropriately situated, for breaking up and making up trains of the said Kansas Company, and shall designate and set apart for the use of the freight traffic of the said Kansas Company adequate and reasonable reception and delivery points or tracks, and a fair and adequate

proportion of tracks for loading and unloading freight cars and storing freight, and a fair and adequate proportion of any and all other freight facilities and accommodations, owned or used by the said Memphis Company in connection with its freight terminals at Kansas City, Missouri, and at Kansas City, Kansas, including a reasonable, adequate and fair proportion of the room and facilities of the freight houses of the said Memphis Company, taking into consideration the relative number of tons of freight handled through said freight houses.

The Memphis Company agrees to receive, move, store, handle and deliver, as aforesaid, the freight traffic of the Kansas Company for delivery or shipment, reasonably and expeditiously, and without any preference or discrimination in favor of the freight traffic of the said Memphis Company over that of the same class of the Kansas Company.

The Kansas Company shall appoint and pay its own Freight Agent at Kansas City and shall provide at its own expense for all clerical work needed in connection with the receiving from shippers and delivery to consignees of its freight, including billing, collection of charges and similar work, and shall alone be responsible for them and their acts, but the Memphis Company shall furnish all laborers needed in handling, loading and unloading freight at the station, between cars and platform, at Kansas City, Missouri, such laborers while engaged in such work to be under the direction of the Kansas Company.

ARTICLE V.

The said Memphis Company shall keep true and just accounts, subject to the inspection of the said Kansas Company, of the cost and expense of the operation and maintenance of the said freight terminals in Kansas City, Missouri, and Kansas City, Kansas, and of all the freight traffic thereon. Such accounts shall be so kept as, among other things, to show the cost of the labor required in handling the freight traffic through the freight houses of said freight terminals, separately from the other costs of maintenance and operation of said freight terminals and freight traffic.

ARTICLE VI.

The Memphis Company reserves the right to permit other persons or corporations to use the said freight terminals in common with the companies parties to this Agreement, but such admission of others to a common use of the said freight terminals shall not obstruct or hinder the Kansas Company in the fair and reasonable use of the rights granted to it by this contract.

ARTICLE VII.

All persons engaged in the maintenance or operation of said freight terminals, and in handling the freight traffic thereon, as hereinbefore provided, except the Freight Agent and clerks provided for in Section IV, shall, for the purposes of this Agreement, be regarded as the joint employes of the parties hereto, and of such other companies or persons as shall be admitted to joint use of such property. But if any persons are engaged partly in the maintenance and operation of said freight terminals and the traffic thereon, and partly in service not connected with such maintenance and operation, then and in that case they shall be regarded as joint employes only to the extent of their engagement for the joint use and benefit of the parties hereto, and other parties using the said freight terminals.

ARTICLE VIII.

In all cases of injury, loss or damage to persons or property arising in the use of said freight terminals under this Agreement, each of the parties hereto shall be liable for its own negligence or willful wrongs, and for the negligence or willful wrongs of its officers and employes, except that when both the Kansas Company and the Memphis Company, by themselves or their officers or employes, are at fault or negligent, or when such injury, loss or damage results from the acts of joint employes, or from unknown causes, the cost and expense thereof shall go into the joint account as an operating expense, and be charged to the account of maintenance and operation provided for in the third subdivision of Article IX. hereof, and each party shall pay its proportion thereof on a wheelage basis as other operating expenses.

And if either party hereto shall at any time pay or be compelled to pay any sum or sums for which the other party hereto is liable, such other party agrees to fully indemnify it, and reimburse to it such sum or sums, and all expenses, loss and costs therein, or connected therewith.

ARTICLE IX.

For the use of the freight terminals herein granted, and in consideration of the Memphis Company caring for and handling the freight traffic of the Kansas Company as herein provided on such terminals, the said Kansas Company agrees to pay to the Memphis Company, at the times, and in the manner as follows, to-wit:

First: What shall be known as "Fixed Rental," which it is hereby agreed shall be Twenty Thousand Dollars ($20,000.) per year, payable monthly, the one-twelfth thereof being payable on the 15th day of May, 1894, for the month of April, and on the 15th day of each and every month thereafter, during the continuance of this agreement.

Second: What shall be known as "Interest Charge on Permanent Additions and Improvements" to said freight terminals. If during the existence of this contract the Memphis Company shall make reasonable permanent additions or improvement to the freights terminals in Kansas City, Missouri, or Kansas City, Kansas, covered by this contract, such as shall be properly chargeable to capital or construction account, and of which additions and improvements the said Kansas Company shall have and enjoy the use and benefit, then the Kansas Company agrees to pay to the Memphis Company a proportion, upon the basis of cars handled on said freight terminals, of the interest from the time of disbursment for such permanent additions and improvements, at the rate of six (6) per cent per annum, upon all sums expended by the Memphis Company for such additions and improvements to said freight terminals.

Third: What shall be known as "Proportional Charge for Maintenance and Operation" of the said freight terminals, and for the handling of the traffic thereon. All amounts disbursed by the Memphis Company during the last preceding calendar month, for or on account of the cost and expense of handling and conducting the freight traffic on said freight terminals in Kansas City, Missouri, and Kansas City, Kansas, including interest at the rate of six (6) per cent per annum upon the value of all engines employed therein, to be ascertained at the time such engines are employed in the service, during the time they are so employed, shall be charged to maintenance and operation of the said freight terminals and handling of the freight traffic thereon.

All accounts disbursed by the Memphis Company during the last preceding calendar month for or on account of cost and expense of superintending, maintaining, caring for, protecting and operating the said freight terminals for freight purposes, including the insurance thereof, and amounts paid on account of taxes or assessments levied or assessed against the same, and for injury, loss or damage, as in Article VIII provided, shall be charged to the cost of maintenance and operation of freight terminals and handling of freight traffic thereon. It is understood however that no part of the salaries of the General Officers, Counsel or Attorneys of the Memphis Company, or other employes on the general pay roll of that company, and whose duties are not immediately connected with said freight terminals

and the traffic thereon, shall be charged to the operation and maintenance of said freight terminals and traffic thereon.

And the Kansas Company agrees to pay that proportion of all the charges chargeable to maintenance and operation of freight terminals and the handling of freight thereon, which the number of freight cars handled on said freight terminals for the said Kansas Company, shall bear to the whole number of freight cars handled upon said freight terminals in said month for freight purposes.

The Kansas Company agrees to pay that proportion of the cost of labor required to handle freight through the freight houses of said freight terminals which the number of tons of freight handled through said freight houses during each calendar month, by or for the Kansas Company, shall bear to the whole number of tons of freight handled through said freight houses during said month.

On or before the fifteenth day of each month, the Memphis Company shall render to the Kansas Company a true statement showing the whole number of tons of freight handled through the freight houses of the said freight terminals in Kansas City, Missouri, and Kansas City, Kansas, during the preceding calendar month, and the number of tons so handled for the Kansas Company, and also showing the total number of freight cars handled by it upon or over the said freight terminals in the Cities of Kansas City, Missouri, and Kansas City, Kansas, during the preceding calendar month, and the number of freight cars so handled for the said Kansas Company, and the amount due from that company as its proportion of the charges to be paid by it, as hereinbefore stipulated; and the said Kansas Company agrees to pay to the Memphis Company the full amount thereof within thirty days thereafter.

ARTICLE X.

All payments herein specified to be made by the Kansas Company shall be payable at the office of the Memphis Company in Kansas City, Missouri, in the lawful money of the United States.

ARTICLE XI.

If at any time a difference should arise between the companies parties hereto as to whether any one or more items charged by the Memphis Company to operation or maintenance of the freight terminals or to the handling of traffic thereof, or to permanent additions or to improvements thereof, have been properly charged against the Kansas Company, then the matter in dispute shall be

submitted to three arbitrators; one to be selected by each party hereto, and the other to be selected by the two arbitrators, and the decision of such arbitrators shall be final and conclusive upon the parties.

ARTICLE XII.

If the said Kansas Company shall fail to meet any of the payments provided for in this agreement, for the period of thirty days after the same shall have become due and payable the amounts so over-due may at the option of the Memphis Company draw interest at the rate of six (6) per cent per annum until paid, and if said Kansas Company shall fail to meet such payments for a further period of thirty days, then and in any such case this agreement shall at the option of the said Memphis Company, its successors or assigns, immediately terminate and be null and void; and said Memphis Company may on five (5) days notice remove and exclude the said Kansas Company and its trains and engines from the property, and every part thereof.

ARTICLE XIII.

It is agreed that while this agreement continues in force, the switching provided for in Article XV of the Joint Track Agreement, shall be done under this contract for the considerations hereinbefore agreed to be paid by the said Kansas Company.

ARTICLE XIV.

It is further agreed by and between the parties hereto that for the considerations hereinbefore expressed, to be paid by the said Kansas Company to the said Memphis Company,said Memphis Company, during the existence of this agreement, grants to the said Kansas Company the joint use of its tracks for the passenger trains of the said Kansas Company between the terminus of the joint track in Kansas City to the Union Depot in Kansas City, Missouri, provided that said Kansas Company shall first obtain from the Union Depot Company an entrance in and to its said depot; and said Memphis Company agrees in that event to store, switch, handle and care for, said passenger trains of said Kansas Company on its tracks and terminals at Kansas City, in the same manner as under this agreement it cares for the freight trains of the said Kansas Company; provided, however, that the cost which the said Memphis Company incurs on account of said passenger trains shall be charged to the maintenance and operation account provided for in the third subdivision of Article IX of this agreement.

ARTICLE XV.

This contract shall go into effect at the same time with the Joint Track Agreement between the parties hereto hereinbefore referred to, and shall continue in force from that date, for the period of four years, unless sooner terminated, as hereinbefore provided, and shall further continue in force after the expiration of said period of four years, until terminated by notice; and either party may so terminate it at or after the expiration of four years, by giving to the other party twelve months notice in writing of its desire and intention to so terminate it.

ARTICLE XVI.

In the event the Kansas Company should deem it advisable to organize a new company to operate its said railroad, and should lease or sell the same to such new company, then this contract shall not for that cause be terminated, but such new company shall be entitled to the benefits of this contract so far as may be necessary for the purpose of operating the said railroad of the Kansas Company, with its legitimate extensions, but no further.

IN WITNESS WHEREOF, the parties hereto have signed their corporate names by their respective Presidents and affixed their corporate seals attested by their respective Secretaries, duly authorized thereunto, the day and year first above written.

Executed in Duplicate.

KANSAS CITY, FORT SCOTT & MEMPHIS

RAILROAD COMPANY.

BY GEO. H. NETTLETON,

[SEAL] President

Attest:

CHAS. MERRIAM,

Secretary.

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MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

BY H. C. ROUSE.

[SEAL] President.

Attest:

C. G. HEDGE,

Secretary.

STATE OF MISSOURI, }
} ss.
COUNTY OF JACKSON. }

On this 13th day of March, A. D., 1894, before me, a Notary Public within and for the County and State aforesaid, appeared George H. Nettleton, to me personally known, who, being by me duly sworn did say that he is the President of the Kansas City, Fort Scott & Memphis Railroad Company, a corporation organized and existing under the laws of the States of Missouri, Kansas and Arkansas, and that the seal affixed to said foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said George H. Nettleton acknowledged said instrument to be the free act and deed of said corporation.

My commission as Notary Public will expire August 29, 1896.

In witness whereof, I have hereunto set my hand and Notarial Seal the day and year first above written.

JOHN H. CRANDALL,

[SEAL] Notary Public within and for Jackson County, Missouri.

STATE OF OHIO,)
) ss.
COUNTY OF CUYAHOGA.)

On this 26th day of March, A. D. 1894, before me, a notary public within and for the County and State aforesaid, appeared H. C. Rouse, to me personally known, who, being by me duly sworn did say that he is the President of the Missouri, Kansas & Texas Railway Company, a corporation organized and existing under the laws of the State of Kansas, and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. C. Rouse acknowledged said instrument to be the free act and deed of said corporation.

My commission as Notary Public will expire Oct. 8th, 1895.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year first above written.

WM. G. TAYLOR,

[SEAL] Notary Public in and for the County of Cuyahoga, State of Ohio.

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First Modification of Freight Terminal Agreement.

WHEREAS, the undersigned, the KANSAS CITY, FORT SCOTT & MEMPHIS RAILROAD COMPANY, as party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, as party of the second part, both being railroad corporations, under date of March 13th, 1894, entered into a written contract for the joint use of the former company's freight terminals and other facilities in the Cities of Kansas City, Missouri, and Kansas City, Kansas, designated by them as a "Freight Terminal Agreement," under which said companies have been jointly using said freight terminals and facilities since April first, 1894; and

WHEREAS, both of said companies have concluded that Article XV thereof can be modified with advantage to both.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each from such modification, the parties to said Freight Terminal Agreement, whose names are hereto subscribed, agree as follows: That Article XV of said Agreement be modified to read as follows:

ARTICLE XV.

This contract shall continue in force for the period of six years from April 1st, 1894, unless sooner terminated as hereinbefore provided, and shall further continue in force after the expiration of said period of six years until terminated by notice; and either party may so terminate it at or after the expiration of six years by giving to the other party three years' notice in writing of its desire and intention to so terminate it; provided, that from and after April 1st, 1899, the said second party shall pay to the said first party an additional fixed rental of Three Thousand Dollars ($3,000.00), per annum, payable monthly, the one-twelfth thereof being payable on the 15th day of May, 1899, for the month of April preceding, and on the 15th day of each month and every month thereafter, during the continuance of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be hereto signed by their respective Presidents thereunto duly authorized by resolutions of the respective Boards of Directors of said Companies, and their corporate seals to be hereto affixed and attested by their respective Secretaries, this 5th day of August, 1895.

Executed in duplicate.

KANSAS CITY, FORT SCOTT & MEMPHIS RAILROAD COMPANY,

[SEAL.] By GEO. H. NETTLETON,

Attest: President.

CHAS. MERRIAM,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

[SEAL.] By H. C. ROUSE,

Attest: President.

C. G. HEDGE,

Secretary.

STATE OF MISSOURI, }
} ss.
COUNTY OF JACKSON, }

On this 26th day of August, A. D. 1895, before me a Notary Public within and for the County and State aforesaid, appeared George H. Nettleton, to me personally known, who, being by me duly sworn did say that he is President of the Kansas City, Fort Scott & Memphis Railroad Company, a corporation organized and existing under the laws of the States of Missouri, Kansas and Arkansas, and that the seal affixed to said foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said George H. Nettleton acknowledged said instrument to be the free act and deed of said corporation.

My commission as Notary Public will expire November 21st, 1898.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

SAMUEL T. FULTON,

[SEAL] Notary Public within and for Jackson County, Missouri.

STATE OF NEW YORK, } ss.
COUNTY OF NEW YORK. }

On this 19th day of Sept., A. D. 1895, before me a notary public within and for the County and State aforesaid, appeared H. C. Rouse, to me personally known, who, being by me duly sworn did say that he is the President of the Missouri, Kansas & Texas Railway Company, a corporation organized and existing under the laws of the State of Kansas, and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. C. Rouse acknowledged said instrument to be the free act and deed of said corporation.

My commission as Notary Public will expire March, 30th, 1896.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

JOHN J. TIERNEY,

[SEAL] Notary Public in and for the County of Kings and State of New York. Certificate filed in New York Co. N. Y.

Missouri, Kansas & Eastern

Lease

—OF—

JUNE 1st, 1894,

—BETWEEN—

The Missouri, Kansas & Eastern Railway Company,

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

The Missouri, Kansas & Eastern Railway Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering Lease of the Missouri, Kansas & Eastern Railway, Franklin to Texas Junction, 162 miles.

DATE: June 1st, 1894.

PERIOD: 99 years.

EXPIRES: June 1st, 1993.

TERMS: $225,000 annually for interest, payable monthly into New York coupon account.

In case the earnings in any one year do not equal operating, maintenance and fixed charge expenses, such deficit shall be a lien next to bonded indebtedness and secured by future earnings.

In case the earnings in any one year exceed operating, maintenance and fixed charge expenses, such excess shall be divided equally between the railway companies.

This Indenture of Contract and Lease, made this 1st day of June, 1894, by and between THE MISSOURI, KANSAS & EASTERN RAILWAY COMPANY, a railroad corporation duly created, organized and existing under and by virtue of the laws of the State of Missouri, party of the first part, hereinafter called the Missouri Company; the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a railroad corporation duly created, organized and existing under and by virtue of the laws of the State of Kansas, and owning and exercising franchises conferred by the State of Missouri, and by Acts of the Congress of the United States, party of the second part, hereinafter called the Kansas Company.

WITNESSETH:

WHEREAS, the Missouri Company owns a line of railroad in the State of Missouri, extending from at or near the town of Franklin, in Howard County, in the State of Missouri, near and along the Missouri River to Texas Junction, the point of connection with the St. Louis, Keokuk & Northwestern Railway, in St. Charles County, Missouri, a distance of one hundred and sixty two miles, with running arrangements over said St. Louis, Keokuk & Northwestern Railway over the Missouri River, through the County of St. Louis to and into the City of St. Louis in said State, under contract between the railway companies, parties hereto, and the St. Louis, Keokuk & Northwestern Railway Company, and the Chicago, Burlington & Quincy Railroad Company, of date April first, 1893; and

WHEREAS, by a contract dated April 1st, 1892, and executed and delivered on the same day when the party of the first part executed and delivered its certain First and Second Mortgages or Trust Deeds to the Central Trust Company of New York, it was agreed and covenanted that the railway of the party of the first part then to be constructed was to be operated, when constructed, in conformity with the terms hereof; and

WHEREAS, the Missouri Company and the Kansas Company, by the votes of their respective Boards of Directors and Stockholders, have agreed in the mutual interest of the said companies, parties thereto and parties hereto, that in lieu of said

instrument these presents shall be made and entered into, and the provisions herein contained shall govern, for the term herein set, the relations and rights of the parties hereto, reserving, however, unto the parties hereto, and to third parties, all the rights which have accrued and in so far as they have been executed under said contract of April 1st, 1892, and without disturbing any and all contracts and engagements made by either or both of the parties hereto with third parties upon the basis of the contract of April 1st, 1892, and

WHEREAS, since the making of the said agreement of April 1st, 1892, the railway of the Missouri Company has been duly constructed and turned over to the party of the second part for operation thereunder; and

WHEREAS, said Missouri Company has executed and delivered to the Central Trust Company of New York its certain first mortgage bearing date the first day of April, 1892, to secure an issue of bonds of the denomination of one thousand dollars each, and bearing interest at the rate of five per centum per annum payable semi-annually, aggregating the amount of Four Million Dollars, and has also executed and delivered its certain second mortgage of the same date and to the same Trust Company to secure an issue of bonds of the same denomination aggregating the amount of Five Hundred Thousand Dollars. And the said Missouri Company hereby covenants and agrees to and with the Kansas Company that it has expended the whole of the proceeds of said first and second mortgage bonds in the construction and equipment of said line; and

WHEREAS, the Kansas Company has constructed and now owns a system of railways beginning at the City of Hannibal, in the State of Missouri, and extending thence in a general south-westerly direction through the States of Missouri and Kansas, and the Indian Territory, to and into the State of Texas, and crossing the Missouri River at or near the town of Franklin, in the County of Howard, where it intersects with and forms a continuous line to St. Louis in connection with the line of the Missouri Company; and

WHEREAS, it is for the interest of the Kansas Company to acquire by lease the line of railway of the Missouri Company for the purpose of obtaining a more direct continuous line in the same general direction eastwardly and making communication with St. Louis in the State of Missouri, as one of its northern and eastern termini; and

WHEREAS, the Kansas Company has heretofore under said contract of April first, 1892, between the parties hereto, endorsed and executed upon each and all of the said first and second mortgage bonds of the Missouri Company which have been issued the following guarantee, viz:

"For value received, the Missouri, Kansas & Texas Rail-" "way Company hereby guarantees the payment by The Missouri," "Kansas & Eastern Railway Company of the principal of the" "within bond at the maturity thereof, and all the interest thereon" "according to the tenor of the coupons belonging thereto as they" "severally become due, and for that purpose hereby covenants" "and agrees with the Missouri, Kansas & Eastern Railway Com-" "pany and with the holder of this bond and with the Central" "Trust Company of New York, to pay to the Central Trust" "Company of New York, semi-annually, on or before the first" "day of April and October, in each year, an amount in cash," "sufficient to pay the interest on all the bonds issued under the" "mortgage or deed of trust herein referred to, at any time out-" "standing."

NOW, THEREFORE, for and in consideration of the sum of one dollar by each of the parties hereto in hand paid to the other, receipt whereof is hereby acknowledged, and of the mutual covenants hereinafter contained, the parties hereto do hereby covenant and agree each with the other as follows:

ARTICLE I.

The Missouri Company has granted, demised and leased, and by this instrument does grant, demise and lease unto the said Kansas Company, its successors and assigns, all and singular its railway now constructed and to be constructed, including all lines which it may lease or acquire running arrangements over, by lease or otherwise, which said railway, as now constructed, is more particularly described as follows:

Beginning, as aforesaid, at a point at or near the town of Franklin, in Howard County in the State of Missouri, and running thence easterly near or along the Missouri River, through the Counties of Howard, Boone, Callaway, Montgomery, Warren and St. Charles in the State of Missouri, to Texas Junction as aforesaid, a distance of one hundred and sixty-two miles, more or less, together with all lands, tenements, hereditaments, easements and appurtenances belonging to or in any wise appertaining thereto, and all ways and rights of ways, terminals, station grounds,

tracks, bridges, viaducts, culverts, fences and other structures, depots, station houses, engine houses, car houses, freight houses, wood houses, elevators, warehouses, machine and repair shops and their equipment, water tanks, turn tables, super-structure, erections buildings, fixtures, rails, ties, fastenings, switches, side-tracks, machinery, locomotives, cars, rolling stock, telegraph poles, wires, instruments and fixtures, tools and implements now owned or hereafter acquired by the Missouri Company, and all corporate rights, privileges, immunities and franchises now held, owned, possessed or enjoyed, or hereafter to be owned or enjoyed by the Missouri Company, and all other property real and personal, and property rights of whatsoever kind and description, now owned, possessed or enjoyed by the Missouri Company; provided, however, that nothing herein contained shall operate to grant, demise or lease, or to be construed to include the franchise to be a corporation of the Missouri Company, or of the corporators thereof, said franchise to be a corporation being expressly reserved and excepted from this Indenture. A schedule showing the existing rolling stock of the Missouri Company included in the foregoing description is hereto annexed and marked Schedule "A."

TO HAVE AND TO HOLD, the said demised railways, premises, property, rights, privileges, immunities and franchises, and all of the other property, hereinbefore demised unto the said Kansas Company, its successors and assigns from the date of these presents, for and during the term of 99 years next ensuing, and to be fully completed and ended, the Kansas Company, its successors and assigns, yielding and paying therefor unto the Missouri Company, its successors and assigns, or upon its or their order, in each and every year during the said term, the rentals hereinafter specified, and keeping and performing all and singular the covenants and agreements hereinafter set forth to be by the Kansas Company kept and performed.

SUBJECT, NEVERTHELESS, to the lien of the said first and second mortgages hereinbefore described, by the Missouri Company to the Trust Company.

ARTICLE II.

The Kansas Company for itself, its successors and assigns, hereby covenants and agrees that it and they shall and will, at its and their own cost, risk and trouble, operate the railways hereby demised during the said term of 99 years, and keep and maintain the said railways, premises and property, and the rolling stock and equipment thereof, in good and efficient working order, con-

dition and repair, and furnish such other and additional equipment and facilities as shall be adequate to the transaction of all business that may be offered on said railways, and shall and will undertake and perform towards and for the public, as a common carrier, all the obligations of the Missouri Company under all present and future laws of the United States and of the State of Missouri, and of any other State or Territory to which the lines of Missouri Company shall hereafter be extended, should they be so extended, and shall and will pay all taxes and other charges upon the railway and property hereby demised, and upon traffic thereon that may be lawfully assessed or imposed by any state or municipal authority, or by the United States.

ARTICLE III

The Kansas Company hereby further covenants and agrees to collect all the revenues arising from the use and operation of the said railways, premises and property hereby demised, and to render accounts therefor to the Missouri Company as and when required by the said Missouri Company, and to make all reports required by law to be made, and to pay as rental for the said railways, premises and property hereby demised, to and for the use of the Missouri Company in each and every year during the said term of 99 years the following amounts at the following places, to wit :–

(*a*) All such charges and expenses as are reasonably necessary to the proper maintenance and preservation of the corporate organization and existence of the Missouri Company, including expenses of corporate reports required by law to be made, and all operating expenses and charges, taxes, assessments, maintenance, repairs, insurance premiums, renewals, betterments and rentals to other companies and persons.

(*b*) Two Hundred and Twenty Five Thousand Dollars ($225,000) in equal monthly installments of Eighteen Thousand, Seven Hundred and Fifty Dollars ($18,750.) each, which shall be paid to the Trust Company in gold coin of the United States of or equal to the present standard of weight and fineness, on or before the first day of April and October in each and every year, commencing with the first payment on April 1st, 1894, to be applied by the Trust Company to the payment of interest upon the said first and second mortgage bonds.

(*c*) In case the net earnings realized by the said Kansas Company upon or out of said railway, premises and property hereby demised, shall exceed the operating and maintenance and fixed

charge expenses, which shall include items contained in subdivisions A and B as well as all amounts paid out by the Kansas Company as provided in Articles III and V hereof, then one-half the amount of such excess of earnings over such operating, maintenance and fixed charge expenses shall be paid annually to the Missouri Company at its office in St. Louis, Missouri, or to the stockholders of the Missouri Company. But if the net or surplus revenues derived from the operation of said Missouri Company's railways shall not be sufficient to cover the fixed interest rental and operating expenses as above provided to be paid by the Kansas Company, then the Kansas Company or its successors or assigns shall advance the deficits from time to time. Such advances shall be a preferred debt and lien next to the said first and second mortgages to be paid by the said Missouri Company, and the same is secured by the future net revenues derived from the operation of said Missouri Company's line, and such advances are hereby made an equitable lien thereon, and on the demised property. If the Kansas Company shall fail to advance any such deficit or deficits and the interest on the first and second mortgage bonds shall remain unpaid for a period of six months, the Missouri Company may thereupon elect to terminate this lease and to receive back the property on the payment of any balance of indebtedness then due from it to the Kansas Company; but nothing herein contained shall prevent the Trustee under the said first and second mortgages of the Missouri Company, dated April 1st, 1892, from taking possession as therein provided, or any receiver from taking possession under foreclosure as therein provided, without first repaying any such advances, nor shall the Trustee be prevented, in the event of default in payment of principal or interest of said bonds secured by said mortgages, from enforcing any remedy at law or in equity provided by said first and second mortgages, or otherwise. And in such event of default in the payment of the interest by the Kansas Company on any of said bonds, neither the bondholders thereunder nor the Trustee of said mortgages shall be hindered or delayed in their remedies because of such advances theretofore made by the Kansas Company, and the non-payment of such advances.

ARTICLE IV.

The Kansas Company shall, at all times during the existence of this Indenture, and when not in default beyond six months in the payment of principal or interest on said mortgages as aforesaid,

have the exclusive right to use, manage and control the said demised premises and property, to regulate and determine the rates of fare, tolls, rates and charges for transportation of passengers, goods, merchandise, mails, express matter, and personal property of any kind whatsoever, over the whole or any part of the demised railways, and to collect, adjust and appropriate the same in its own name and for its own purposes, as may to its officers and agents seem right and proper, subject to the obligations hereinbefore contained as to the payment of rentals, and the Kansas Company shall be, and hereby is, invested with all the rights, powers, authority, privileges and immunities of the Missouri Company in respect to the said demised railway's property and franchises, in as full and perfect degree as the Missouri Company has authority to grant the same, the Missouri Company hereby giving to the Kansas Company the right to use the name of the Missouri Company in any proceedings in law or equity necessary or proper to secure the Kansas Company the full benefits of this lease

ARTICLE V.

The Kansas Company shall defend all actions and proceedings of every kind that may be brought against the Missouri Company during the continuance of this lease, for all causes of action which arise after the Kansas Company takes possession of the property of the Missouri Company under this Indenture, and shall pay all amounts that may be adjudged or recovered against the Missouri Company, and indemnify and save harmless the Missouri Company of and from all claims, demands and causes of action, legal or equitable, which may arise against the Missouri Company by reason of the negligence, default or wrong doing of the Kansas Company as lessee, or against the Kansas Company itself in the exercise of its duties and powers under this Indenture, and during the continuance hereof.

ARTICLE VI.

In case the Kansas Company shall, at any time during the term of this Indenture, fail, refuse or omit to pay the rentals hereinbefore provided to be paid by it, as and in the manner hereinbefore provided, or shall fail, refuse or omit to keep and perform any of the covenants or agreements on its behalf, hereinbefore provided to be kept and performed, and shall continue in default in the premises for a period of six months, it shall be lawful for

the Missouri Company, its successors and assigns, to enter in and upon the railways, premises and property hereby demised, or such as may then be subsisting in their place and stead and be subject to this Indenture, and remove all persons therefrom, and from thenceforth to hold, possess and enjoy the same as of its first and former estate therein, provided, however, that this right of re-entry or entry thereunder in this article declared shall not in any way affect, prejudice or impair any rights or cause of action for specific performance of this Indenture, or for damages for the breach of any covenants herein contained, which might otherwise exist in favor of the Missouri Company, its successors or assigns.

ARTICLE VII.

That if any difference shall arise in relation to this lease and contract between the Kansas Company and the Missouri Company, or the manner of keeping the accounts, or any other matters which arise from the contractual relations between the Kansas Company and the Missouri Company, each of said companies shall select an arbitrator of experience and skill in railway management, and the said arbitrators shall select another of experience and skill; and the three so chosen shall hear and decide such differences, and their decision, or that of a majority of them, shall be final and conclusive upon the Kansas Company and the Missouri Company.

ARTICLE VIII.

The Kansas Company shall and will, at all times during the hereby demised term, keep the buildings upon the lands hereby demised, insured in the usual manner against loss by fire, paying the premium therefor as aforesaid, and will keep the said demised railroad, equipments and property in good order and repair, and will, at the expiration of the hereby demised term, or other sooner termination of this lease and contract, yield and deliver up the hereby demised railroad, its rolling stock and appurtenances, in the same good order and repair that the same are now in or may be put in during the hereby demised term, casualties, acts of God and the elements, and reasonable wear and tear excepted; and keep accurate accounts of the earnings of the said road of the Missouri Company separate and apart from those of the Kansas Company, so that the same may be ascertained by the officers of the Missouri Company.

ARTICLE IX.

The Missouri Company shall and will, from time to time, and at all times hereafter, at the request and cost of the Kansas Company, make, execute and deliver to the Kansas Company all such other and further instruments and assurances for the further, better and more perfectly insuring the premises hereby demised, and assign any rights it may hereafter acquire by lease or otherwise to operate any road or bridge on the line hereinbefore described to the use and in the manner aforesaid, according to the true intent and meaning of this Indenture, as by the Kansas Company, or its counsel learned in the law, shall be reasonably devised, advised or required; and if at any time the Kansas Company shall be compelled to pay all or any part of the principal of any of the bonds of the Missouri Company under and pursuant to its guarantee of the payment thereof, as aforesaid, and as stipulated and agreed in the mortgages of the 1st day of April, 1892, then and in that case, the Kansas Company shall be subrogated to all the rights of the owner of the bonds so paid by it, and shall thereupon, at its option, be entitled to receive from the Missouri Company a new mortgage and such new bonds to an amount equal to the bonds paid by it, of such tenor and for such a term, and upon such conditions in all respects as the Kansas Company may elect and require, but at a rate of interest not exceeding the then legal rate of interest, and at the option of the Kansas Company it may, in lieu of paying dividends on the stock of the Missouri Company, apply the surplus earnings of said Missouri Company's line hereby demised towards or for the purpose of creating a fund for the extinguishment of the bonds issued under the mortgage.

ARTICLE X.

Each and all of the preceding covenants and agreements and stipulations shall mutually bind and inure to the benefit of the Missouri Company and the Kansas Company and their and each of their successors and assigns.

ARTICLE XI.

The contract between the parties hereto of date April 1st, A. D., 1892, under which the Kansas Company has heretofore operated the property of the Missouri Company shall, upon the execution hereof, be, as provided in the recitals herein, merged fully and substituted by these presents, except as to the rights of parties already accrued thereunder and with third parties.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be signed by their respective Presidents and their respective corporate seals to be hereunto attached, and attested by their respective Secretaries, each and all thereunto being duly authorized, the day and year first above written.

THE MISSOURI, KANSAS & EASTERN RAILWAY COMPANY,

[SEAL] By E. C SIMMONS,

Attest: President.

G. D. DANA,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

[SEAL] By H. C. ROUSE,

Attest: President.

C. G. HEDGE,

Secretary.

Schedule "A"

3	Passenger Locomotives,	(Baldwin)	Nos.	282 to 284
8	Freight "	"	"	217 to 224
1	" "	"	"	201
1	" "	(Grant)	"	230
5	First-class Coaches	(Barney & Smith)	"	153 to 157
4	Second-class "	" "	"	158 to 161
4	Baggage Cars,	" "	"	39 to 42
1	Box Car	(St. C. C. & Fdry Co.)	"	2300
76	Furniture Cars	(Mo. Car & Fdry Co.)	"	2200 to 2275
77	Refrigerator Cars	" " "	"	3100 to 3176
28	Flat Cars	" " "	"	3900 to 3927
10	" "	" " "	"	1501 to 1510
13	" "	(St. C. C. & Fdry Co.)	"	1511 to 1523
1	Caboose	" " "	"	167
5	"	(Mo. Car & Fdry Co.)	"	144 to 148

Wichita Falls Railway Agreement,

—OF—

June 12th, 1894,

—BETWEEN—

he Missouri, Kansas & Texas Railway Company of Texas,

AND

The Wichita Falls Railway Company.

6

SYNOPSIS

OF

AGREEMENT

BETWEEN

The Missouri, Kansas & Texas Railway Company of Texas,

AND

The Wichita Falls Railway Company,

Covering operation of Railroad, Henrietta to Wichita Falls, 18 miles.

DATE:	June 12th, 1894.
PERIOD:	10 years from March 1st, 1895.
EXPIRES:	March 1st, 1905.
TERMS:	Through earnings to be divided on basis of specified percentages, after first deducting cost of maintenance and operation, exclusive of train service, the Wichita Falls Railway Company guaranteeing that such earnings shall equal such cost of maintenance and operation. Local earnings to be divided equally after first deducting cost of train service.
	Monthly Settlements.

These Articles of Agreement, made this 12th day of June, 1894, by and between THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS, a corporation organized and existing under the laws of the State of Texas, and hereinafter called the Texas Company, and THE WICHITA FALLS RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Texas, hereinafter called the Wichita Company:

WITNESSETH:

ARTICLE I.

The Wichita Company agrees to build its railway in conformity to its charter and the laws of the State of Texas, from a point of connection with the tracks of the railway of the Texas Company, in the town of Henrietta, County of Clay, in the State of Texas, to the town of Wichita Falls, in the County of Wichita, in the State of Texas, together with sufficient side and passing tracks along the line of said railroad, and suitable and adequate terminal facilities at Wichita Falls, equal to the Missouri, Kansas & Texas terminals at Henrietta, which railroad when completed, shall be equal to the standard road of the said Texas Company between Gainsville and Henrietta.

ARTICLE II.

The said Texas Company shall have the right to run its freight and passenger trains, and to handle all of its through business thereon, and any and all business between Henrietta and Wichita Falls, and all intermediate points which it can command.

During the continuance of this contract the Texas Company agrees, so long as the Wichita Railroad shall not be used by any other railroad company, and the Texas Company's line is not extended beyond Henrietta, the regular daily train service between Henrietta and Wichita Falls shall not be less than between Gainsville and Henrietta.

The Texas Company shall maintain the track of the said Wichita Company, and appoint such agents and officers as will be necessary for the handling of the business of the Texas Company along the line of said Wichita Railroad.

The said Texas Company shall render detailed monthly statements of the expense of maintenance to said Wichita Company, and the said Wichita Company reserves the right to take charge of the maintenance of said track at any time after sixty days notice, and maintain said track itself at its own expense, and in such event binds itself to keep said track in as good condition as that of the Gainsville and Henrietta branch of the said Texas Company, first having paid to the Texas Company any expense then due for maintenance.

ARTICLE III.

The Texas Company will route all of its traffic destined to Wichita Falls, via the Wichita Falls Railway, and allow the Wichita Company its share of the rates as hereinafter provided for, and the Wichita Company guarantees to the Texas Company, that the earnings on traffic handled over said road by said Texas Company under the division hereinafter provided for, shall not be less than the cost of the maintenance and operation of said road, exclusive of the cost of train service.

ARTICLE IV.

The Texas Company agrees to pay to the Wichita Company all monies collected by it for the transportation of traffic on the basis of divisions herein provided for, after first deducting the actual cost of maintenance and operation of said track, exclusive of train service; settlements to be made monthly.

ARTICLE V.

The division of rates between the said Texas Company and said Wichita Company shall be as follows:

First.—On all freight traffic passing between points on the Missouri and Mississippi Rivers reached by the Missouri, Kansas & Texas Railway Company of Texas, including points taking same rates, and Wichita Falls and stations on the railway of the Wichita Company, the rates shall be divided:

The Texas Company, 72 per cent.
The Wichita Company, 28 "

Second—Between points on the line of the Missouri, Kansas & Texas Railway Company in Kansas and Missouri, and points on The Wichita Falls Railway, 72% Texas Company, and 28% Wichita Company, shall apply.

Third.—On all freight traffic originating in or destined to defined territories east or north of the Mississippi, or Missouri Rivers, the proportions to or from St. Louis, Hannibal, Higbee, Moberly, or Kansas City, shall first be deducted, and the remainder divided on the percentages applying between those points proper.

Fourth.—On all freight traffic originating on lines other than The Missouri, Kansas & Texas Railway Company, of Texas, and the Missouri, Kansas & Texas Railway Company, or Wichita Falls Railway, the arbitraries of such lines shall first be deducted from the through rate, and the balance divided on the percentages herein fixed.

Fifth.—On all freight traffic between points on the Missouri, Kansas & Texas Railway, and the Wichita Falls Railway in Texas, and the Indian Territory, the through rate shall be divided:

The Texas Company, 80 per cent.
The Wichita Company, 20 "

except for a distance of twenty-five miles on the line of the Texas Company, which rates shall be divided:

The Texas Company, 50 per cent.
The Wichita Company, 50 "

and except also on flour and grain, which shall be:

The Texas Company, 82 per cent.
The Wichita Company, 18 "

It is also agreed that the through rates to and from Wichita Falls shall not exceed the through rates to and from Henrietta.

Sixth.—On all interstate passenger traffic, the Wichita Falls Railway shall be allowed out of through rate on one way tickets fifty cents, and on round trip tickets one dollar.

Seventh.—On all passenger traffic between points within the State of Texas, through rates shall be divided as made, a minimum of thirty cents on one way tickets to the Wichita Falls Railway.

Eighth.—The revenue derived from all local traffic between intermediate stations on the Wichita Falls Railway, and between such intermediate stations and Henrietta and Wichita Falls proper, shall be divided:

The Texas Company, 50 per cent.
The Wichita Company, 50 "

first deducting the cost of train service on said Wichita Falls Railway. The Texas Company shall have the right to determine the rates that shall apply on the traffic carried by it under this agreement.

ARTICLE VI.

Should the earning to be derived by the Wichita Company under this agreement be less than the cost of the maintenance and operation of said railroad by the Texas Company, exclusive of the cost of train service, and should the Wichita Company fail to promptly pay such deficiency to the Texas Company, to make good its guarantee hereinbefore provided for, within thirty days after it is due, then the said Texas Company may, at its election, terminate this contract by giving thirty days notice.

ARTICLE VII.

This agreement shall continue for the period of ten years from the completion of the railroad of said Wichita Company between Henrietta and Wichita Falls, as hereinbefore provided, and the railroad of the said Wichita Company shall be completed on or before December 31st, 1894.

ARTICLE VIII.

This agreement shall be subject to the approval of the Railroad Commission of Texas, and effective only upon such approval.

IN WITNESS WHEREOF, the parties hereto, in pursuance of resolutions of their Board of Directors, have caused this indenture to be subscribed in their names by their Presidents and Secretaries respectively, and the corporate seals of said Companies to be affixed thereto the day and year first above written.

THE MISSOURI, KANSAS & TEXAS R'Y CO. OF TEXAS

By THOS. C. PURDY,

[SEAL] Second Vice-President.

Attest:

E. D. HALSTED,

Secretary,

THE WICHITA FALLS RAILWAY COMPANY,

By JOSEPH A. KEMP,

[SEAL] President.

Attest:

O. J. KENDALL,

Secretary.

THIS MEMORANDUM OF AGREEMENT, made this 14th day of November, 1894, between The Missouri, Kansas & Texas Railway Company of Texas, and The Wichita Falls Railway Company.

WITNESSETH:

That Article VIII. of the above and foregoing Articles of Agreement is hereby modified so that the said The Wichita Falls Railway Company is given until March first, 1895, in which to fully complete the construction of its railroad, provided always that it shall begin active construction thereof by December 15th, 1894.

THE MISSOURI, KANSAS & TEXAS R'Y CO. OF TEXAS

By THOS. C. PURDY,

Second Vice-President.

THE WICHITA FALLS RAILWAY COMPANY.

By J. A. KEMP,

President.

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OFFICE OF

RAILROAD COMMISSION OF TEXAS.

AUSTIN, TEXAS, November 10th, 1894.

The articles of agreement between the Missouri, Kansas & Texas Railroad Company of Texas, and the Wichita Falls Railway Company (both organized and chartered under the laws of Texas) entered into June 12th, 1894, providing for the carriage of freight over their respective lines, and this day presented to the Railroad Commission of Texas for its approval under Section 21a of an act of the 22nd legislature entitled "An act to establish a Railroad Commission for the State of Texas" &c. and approved April 3rd, 1891, have been carefully considered and are hereby approved with the understanding that the words "through rates" used in the last clause of the fifth paragraph thereof refer to and mean interstate rates.

JOHN H. REAGAN,
[SEAL] Chairman. } *Commissioners*
L. L. FOSTER,

Attest:

J. J. ARTHUR,
Secretary.

Wabash Railroad

Agreement

—OF—

June 15th, 1894.

—BETWEEN—

Missouri, Kansas & Texas Railway Company,

AND

Wabash Railroad Company.

SNYOPSIS

OF

AGREEMENT

BETWEEN

Missouri, Kansas & Texas Railway Company,

AND

Wabash Railroad Company,

Covering Joint use of Track between Hannibal and Moberly, 70 miles, and Joint use of Terminals at Hannibal.

DATE: June 15th, 1894.

PERIOD; 5 years from June 15th, 1894, and thereafter until terminated by twelve months' notice by either party.

TERMS:

TRAFFIC:

Wabash Company will pay eighty-four cents per ton for all freight hauled, except grain and grain products which shall be at rate of fifty cents per ton. Minimum charge $250 per car.

Empty cars hauled free. One dollar per car for excess cars above one-third of all cars hauled.

Wabash Company will pay $23.80 for each passenger train of eight cars run, and $3.40 for each excess car.

HANNIBAL TERMINALS:

Wabash Company will pay net fixed rental $2,100 per annum.

Wabash Company will pay interest charge three per cent. on permanent additions and improvements.

Wabash Company will pay proportionate cost of maintenance and operation according to use.

Monthly settlements.

These Articles of Agreement made and entered into this fifteenth day of June, 1894, by and between the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Kansas, and hereinafter called the Kansas Company, party of the first part, and the WABASH RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Missouri, hereinafter called the Wabash Company, party of the second part.

WITNESSETH:

WHEREAS, the said Kansas Company is the owner of a system of railways, with lines extending from Hannibal, Missouri, in a southwesterly direction through the City of Moberly, Missouri, to Parsons, Kansas, and from Junction City, Kansas, to Parsons, Kansas, and thence in a southerly direction through the Indian Territory to Denison, Texas; and

WHEREAS, the Wabash Company is the owner of a system of railways with lines extending from Hannibal, Missouri, easterly through Decatur and Bement, Illinois, to Toledo, Ohio, and elsewhere, with lines diverging from Decatur to St. Louis, and from Bement to Chicago and Altamont, as well as other branch lines; also a line of railway extending from the City of St. Louis, westerly through the City of Moberly, Missouri, to Kansas City, Missouri, with lines diverging from Moberly, Missouri, to Des Moines, Iowa, and from Brunswick, Missouri, to Omaha, Nebraska, and other branch lines; and

WHEREAS, the lines of railway of the said Kansas and Wabash Companies intersect and cross each other at the City of Moberly, as aforesaid, and connect with each other in the City of Hannibal, as aforesaid; and

WHEREAS, the Kansas Company is the owner of certain terminal facilities in the City of Hannibal, of the present value of $100,000.00, and as shown by the plat attached hereto and made a part hereof, and the Wabash Company is the owner of a certain freight house and terminal facilities in the said City of Hannibal, of the value of $30,000.00, a plat of which is attached hereto and made a part hereof; and

WHEREAS, each of the parties hereto is desirous of entering into a contract with the other party for the joint use of each others said terminal facilities in the City of Hannibal; and.

WHEREAS, the Wabash Company is desirous of securing a through line for the transportation of its freight from Hannibal westward to Moberly, and from Moberly eastward to Hannibal, (being a distance of 70 miles) and also a trackage arrangement for the running of its through passenger trains between outer yard Hannibal, and Moberly; and

WHEREAS, the said Kansas Company is willing to haul all freight delivered to it by the Wabash Company at Hannibal or Moberly, to Moberly or Hannibal, and is willing to grant to the said Wabash Company the use of its tracks between outer yard Hannibal, and Moberly, for the running of its passenger trains upon the conditions hereinafter specified;

NOW, THEREFORE, the parties hereto each of them in consideration of the covenants and agreements of the other herein contained, do hereby covenant and agree to and with each other as follows:

Freight Traffic.

ARTICLE I.

Section 1.—The Kansas Company agrees to haul all freight delivered to it by the Wabash Company at Hannibal or Moberly, to Moberly or Hannibal, except such as may originate at or be destined to either of said points; and the Wabash Company agrees to pay therefor at the rate of four and two-tenths (4 2-10) cents per hundred pounds, or eighty-four (84) cents per ton, without regard to classification, except grain and grain products east bound, which shall be at the rate of fifty (50) cents per ton, provided that the Kansas Company shall receive for each loaded car handled under this agreement not less than $2.50 per car. It is understood that the Wabash Company shall deliver all such freight to the Kansas Company in sealed cars of its own, and assume and bear all ordinary risks and liabilities for the same, as well as the cars containing the same, while in the possession of the Kansas Company, or in transit between Hannibal and Moberly, the Kansas Company to bear or assume any liability for loss or damage thereto, or the cars containing the same, on any account

whatever, except such losses or damage as may result from its gross negligence or that of its employes.

Section 2.—The Kansas Company also agrees to haul empty cars between Hannibal and Moberly for the Wabash Company, but should the empty cars so hauled for the Wabash Company between said points exceed one-third of all the cars, both empty and loaded, that are moved between said points for the Wabash Company, then the Wabash Company shall pay the Kansas Company one dollar per car for each and every car so hauled in excess.

Section 3.—The Kansas Company is to pay no mileage to the Wabash Company on any cars hauled under this agreement, and if the Wabash Company delivers any freight to the Kansas Company in cars other than its own, or any empty freight cars other than its own, for which either Company is liable for mileage, it is agreed that the Kansas Company may pay such mileage at the accustomed rate, and the Wabash Company will reimburse it.

Section 4.—On or before the thirtieth day of each month the Wabash Company shall render a statement to the Kansas Company on account of all freight carried between Hannibal and Moberly during the preceding calendar month, and it is hereby agreed that the Kansas Company is to be furnished full information and allowed free access to the records of the Wabash Company, for the purpose of exercising any check of the Wabash Company's statement the Kansas Company may deem necessary. On or before the fifteenth day of each month the Kansas Company shall render a statement to the WabashCompany on account of empty cars hauled during preceding calendar month in excess of allowance as in *Section* 2 provided; also a statement on account of mileage paid for foreign cars during the preceding calendar month, as in *Section* 3 provided. In settlement of amount found to be due the Kansas Company for freight carried and mileage paid, the Wabash Company agrees to accept and pay, upon presentation, sight drafts issued by the Kansas Company; and the amount found due for empty cars hauled, to pay the same within thirty days therafter.

Passenger Traffic.

ARTICLE II.

Section 1.—The Wabash Company may run one passenger train of not more than eight cars, including baggage and mail, each way per day, between outer yard Hannibal, and Moberly, with its own motive power, crews and employes, at its own cost

and expense, and shall bear and assume all risk and liability on account of damages to its own property, and to all persons, including passengers, employes, mail clerks, express messengers and strangers, whether resulting from the operation of said trains, bad or defective tracks, bridges, trestles or roadway, as well as all damages on account of loss or destruction of baggage, express or other property, carried on said trains, or loss suffered by any one on account of fire, or stock killed or injured, in the operation of said trains, although such risk and liability may arise in whole or in part by reason of the acts of said Kansas Company; provided that when loss or damage occurs from unknown trains, for which the individual liability of the parties hereto cannot be determined, the cost and expense of same shall be divided upon that percentage which the number of Wabash engines bears to the whole number of engines passing over the track between Hannibal and Moberly in the month such loss or damage occurs. And said Wabash Company shall also further assume and pay all damages done to the property of the said Kansas Company, and all damages to other parties or their property, caused by the negligence of said Wabash Company, but said trains shall run subject to the orders of the Kansas Company, and upon time tables to be mutually agreed upon; it being understood that in the operation of said passenger trains the Kansas Company is to furnish nothing but the track, and for the use of said track the Wabash Company shall pay thirty-five (35) cents per mile per train, or Twenty-three and $\frac{80}{100}$ Dollars, ($23.80) for each train, as aforesaid, and for each additional car five cents (5c.) per mile, or Three and $\frac{40}{100}$ Dollars, ($3.40); provided, however, that the official cars of the Wabash Company, and official cars of other railway companies hauled free by the Wabash Company, shall not be counted: and will pay in addition thereto, at cost, for any supplies furnished by the Kansas Company, with ten per cent. (10%) added for superintendence, except that it shall pay for all water furnished at the rate of Thirty cents (30c.) per locomotive tank, exclusive of points where water is furnished under terminal arrangements.

Section 2.—The Kansas Company reserves to itself the full earnings between Hannibal and Moberly on all through mail carried on these trains, and also reserves to itself all local passenger, express and mail traffic between Hannibal and Moberly, which shall include all such traffic between any intermediate point and Hannibal or Moberly, and between any intermediate point and points north, south or east of Hannibal, or vice versa, and between any intermediate point and points north, south or west of Moberly, or vice versa, and the Wabash Company agrees,

so far as it legally may, that it will do no such local passenger, mail or express traffic; but should it from any means beyond its control be forced to carry any such traffic, it shall charge therefor the same rates charged by or paid to the Kansas Company for similar service, and account to the said Kansas Company for fifty per cent. (50%) of all earnings received from such local traffic; it being understood that the term "local passenger, mail and express traffic" shall cover all passengers, mail and express which shall be delivered to the Wabash Company at Hannibal or Moberly by any connecting line for Moberly or Hannibal or for any intermediate station.

Section 3.—On or before the fifteenth day of each month the Kansas Company shall render a statement to the Wabash Company on account of all passenger trains run, including extra cars, supplies, material and water furnished during the preceding calendar month, and the Wabash Company shall pay the same within thirty days thereafter.

Terminals at Hannibal.

ARTICLE III.

Section 1. It is agreed that each party hereto shall have and enjoy the use of each others terminal facilities in the City of Hannibal as hereinbefore described, but the Kansas Company shall have charge of and control the maintenance and operation of all the said terminals, and shall, in the first instance, employ and pay all agents, employes and laborers in and about the maintenance and operation of the same, including material used, and render bill against the Wabash Company for its proportion of all such wages and material upon the basis and in the manner hereinafter provided.

Section 2. The Kansas Company shall keep true and just accounts subject to the inspection of the Wabash Company of the cost and expense of the maintenance and operation of said terminals, and all the traffic thereon. Such account shall be so kept, as among other things, to show the cost of the labor required in handling the freight traffic through the freight house, and the cost of transferring car load freight, separately from the other costs of maintenance and operation of said terminals and traffic.

Section 3.—The Kansas Company reserves the right to grant to other companies trackage rights over its terminals in common with the companies parties to this agreement, but the granting of such trackage rights shall not obstruct or hinder the Wabash

Company in the fair and reasonable use of the rights granted it by this agreement.

Section 4.—All persons engaged in the maintenance or operation of said terminals and in handling the traffic thereon shall for the purpose of this agreement be regarded as the joint employes of the parties hereto. But if any persons are engaged partly in the maintenance and operation of said terminals and the traffic thereon, and partly in service not connected with such maintenance and operation, then and in that case they shall be regarded as joint employes only to the extent of their engagement for the joint use and benefit of the parties hereto. But it is further understood that the train employes of either party hereto, engaged in the separate service of such party, are not joint employes under this agreement.

Section 5.—In all cases of injury, loss or damage, arising in use of said terminals under this agreement, each of the parties hereto shall be liable for its own negligence or willful wrongs, and for negligence or willful wrongs of its officers and employes, except that when both the Kansas Company and the Wabash Company, by themselves or their officers or employes are at fault or negligent, or when injury, loss or damage may result from the acts of joint employes, or from unknown causes, the cost and expense thereof shall go into joint account as an operating expense and be charged to the account of maintenance and operation provided for in the third sub-division of Section 6 hereof, and each party shall pay its proportion thereof on a basis of cars and engines handled as other operating expenses, unless such injury, loss or damage grows out of the handling of freight through the freight house, transferring car load freight, or operating round houses, turn-tables, etc., in which case each party shall pay its proportion of the cost and expense thereof on a tonnage basis, as in said third sub-division provided for the division of expense of handling freight through said freight house, transferring said car load freight, or proportion of cost of operating round houses, turn tables, etc.

Section 6.—For the use of the terminals herein granted, and in consideration of the Kansas Company caring for and handling the traffic of the Wabash Company, as herein provided, on such terminals, the Wabash Company agrees to pay to the Kansas Company at the time and in the manner as follows, viz.:

FIRST.

What shall be known as "Fixed Rental," representing an agreed interest charge on the valuation of the said terminals

at the time operations under this contract shall begin, and which fixed rental it is hereby agreed shall be Three Thousand Dollars ($3,000) per year, representing an agreed interest charge of three per cent (3%) upon the valuation of said terminals, as aforesaid, less Nine Hundred Dollars ($900.00) which represents an agreed interest charge of three per cent. (3%) upon the valuation of the freight house and the terminal facilities of the Wabash Company at Hannibal, as hereinbefore stated, leaving the amount of Twenty one Hundred Dollars ($2,100.00) per year, payable monthly, the one twelfth thereof being payable on the first day of August, 1894, for the month ending July fifteenth, 1894, and on the first day of each month thereafter during the continuance of this agreement.

SECOND.

What shall be known as "Interest charge on permanent additions and improvements" to said terminals. If during the existence of this agreement the Kansas Company shall make reasonable permanent additions or improvements to its terminals at Hannibal covered by this agreement, such as shall properly be chargeable to capital or construction account, and of which additions or improvements the Wabash Company shall have been advised and enjoy the use and benefit, then the Wabash Company agrees to pay to the Kansas Company three per cent. (3%) per annum, from the time of disbursement by the Kansas Company, and during the continuance of this agreement, upon the cost of such permanent additions and improvements, payable monthly.

THIRD.

What shall be known as "Proportional charge for Maintenance and Operation" of said terminals, and for the handling of the traffic thereon. All amounts disbursed by the Kansas Company during the last preceding calendar month for or on account of the cost and expense of handling and conducting the traffic on said terminals, including cost of switch engines at the rate of ten cents per mile, seventy-five miles to be allowed for the day and seventy-five miles for the night, and when run both day and night the maximum charge shall be Two Hundred and Fifty Dollars ($250) per month, shall be charged to the maintenance and operation of said terminals and handling of the traffic thereon; provided, however, that the Wabash Company may furnish its proportion of the switch engines at the above rates.

The Wabash Company agrees to pay that proportion of wages of agent clerks, car sealers, weigh masters, freight house laborers, watchmen and cost of repairs to freight house, which the number of tons of freight handled through said freight house during each calendar month for the Wabash Company shall bear to the whole number of tons of freight handled through said freight house during said month.

The Wabash Company agrees to pay that proportion of cost of car load transfer, which shall be held to include not only the actual cost of transfer but also such other expenses as may be incurred by reason of clerical hire in billing such transfer freight and keeping satisfactory record of the same, which the number of tons of freight transferred during each calendar month for the Wabash Company shall bear to the whole number of tons of freight transferred during said month.

The Wabash Company agrees to pay that proportion of the cost of maintenance of tracks, car shops, sheds, yard master's pay rolls, wages of car inspectors and crossing watchmen, which the number of cars and engines handled on said terminals during each calendar month for the Wabash Company shall bear to the whole number of cars and engines handled upon said terminals during said month, but not including cars run by trains or engines of the Kansas Company in use for maintenance purposes upon the said terminals.

The Wabash Company agrees to pay that proportion of the cost of maintaining and operating round houses, turn tables and appurtenances, including cost of repairs of switch engines, cost of turning, housing and dispatching engines, furnishing water, fuel and sand, and wiping, washing and firing up, which the number of road engines dispatched during each calendar month for the Wabash Company shall bear to the whole number of road engines dispatched during said month.

The Wabash Company shall have the privilege of furnishing to the joint fuel station on said terminals such fuel as it may use or take away therefrom.

The cost of material and labor used for repairs to engines and cars shall be charged to the company for which the work is done.

The cost of cleaning passenger, baggage and mail cars shall be divided between the companies on the basis of the number of cars cleaned for each.

Section 7—It is understood and agreed that when the transfer of cars or freight is made under this agreement, from the Wabash Company to the Kansas Company, or vice versa, the whole of such wheel-

age or tonnage shall be charged to each, but when the transfer is made from a third company or party to either of the parties hereto, or vice versa, then the whole of such wheelage or tonnage shall be charged to the party hereto, to or from which the transfer is made.

Section 8.—On or before the fifteenth day of each month the Kansas Company shall render to the Wabash Company a true statement, showing,

First.—The whole number of tons of freight handled through freight house or over platform during the preceding calendar month, and separately the number of tons so handled for the Wabash Company during the same month.

Second.—The whole number of tons of freight transferred from car to car during the preceding calender month, and separately the number of tons so transferred for the Wabash Company during the same month.

Third.—The whole number of cars and engines handled upon or over said terminals during the preceding calendar month, including cars switched for transferring freight to or from other cars, and separately the number of cars and engines so handled for the Wabash Company during the same month.

FOURTH.

The whole number of road engines dispatched during the preceding calendar month, and separately the number of road engines so dispatched for the Wabash Company during the same month.

FIFTH.

The whole amount paid out during the preceding calendar month on account of maintenance and operation of said terminals, including all amounts paid out on account of losses or damages as in Section 5, of this Article provided, and showing separately the amount due the Kansas Company by the Wabash Company, and the Wabash Company shall pay the full amount thereof within thirty days thereafter.

Section 9.—All revenues derived from switching, or for other service, from others than the parties hereto, by the Kansas Company, from the engines or employes engaged in the common service of the parties hereto, and paid for as maintenance and operation expenses, under this agreement, shall be applied to the payment of such maintenance and operation expenses.

Section 10.—If at any time a difference should arise between the companies parties hereto as to whether any one or more items charged by the Kansas Company to maintenance or operation of the terminals, or to the handling of traffic thereon, or to permanent additions, or to improvements thereof, have been properly charged against the Wabash Company, then the matter in dispute shall be submitted to three arbitrators; one to be selected by each party hereto and the other to be selected by the two arbitrators, and the decision of such arbitrators shall be final and conclusive upon the parties.

ARTICLE IV.

Section 1.—If either party hereto shall at any time pay or be compelled to pay any sum or sums for which the other party hereto under the terms and provisions of this agreement is liable, such other party hereto agrees to fully indemnify it and reimburse to it such sum or sums, and all expenses, loss and cost therein or connected therewith.

ARTICLE V.

Section 1.—If either party hereto shall be and remain in default for the period of ninety days, on account of any payment required under the terms of this agreement, the other party at its option may cancel this agreement.

ARTICLE VI.

Section 1.—This agreement shall go into effect on the fifteenth day of June, 1894, and shall continue in force from that date for a period of five years, and shall further continue in force after the expiration of said period of five years until terminated by notice; and either party may so terminate it at or after the expiration of five years by giving to the other party twelve months notice in writing of its desire and intention to so terminate it.

IN WITNESS WHEREOF, the parties hereto have signed their corporate name by their respective Vice-Presidents, the day and year first above written.

Executed in Duplicate.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

By THOS. C. PURDY,

Vice-Prest. & Gen'l Manager.

WABASH RAILROAD COMPANY,

By CHAS. M. HAYS,

Vice-Prest. & Gen'l Manager.

Sherman, Shreveport & Southern

Traffic Agreement

—OF—

August 1st, 1894,

—BETWEEN—

The Sherman, Shreveport & Southern Railway Company,

The Missouri, Kansas & Texas Railway Company of Texas,

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

The Sherman, Shreveport & Southern Railway Company,

The Missouri, Kansas & Texas Railway Company of Texas

AND

Missouri, Kansas & Texas Railway Company,

Covering interchange of Traffic.

DATE: August 1st, 1894.

PERIOD: 10 years.

EXPIRES: August 1st, 1904.

TERMS: Freight revenues to be divided on specified percentages of fixed rates.

Passenger revenues to be divided on actual mileage pro-rate.

Monthly settlements.

This Agreement made this 23rd day of July, 1894, by and between THE SHERMAN, SHREVEPORT & SOUTHERN RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Texas, party of the first part and THE MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS, a corporation organized under the laws of the State of Texas, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Kansas, parties of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns and operates a line of railway extending from McKinney, in Collin County, Texas, to Jefferson, in Marion County, Texas; and

WHEREAS, the said The Missouri, Kansas and Texas Railway Company of Texas, owns and operates lines of railway in the State of Texas extending from Red River, in Grayson County, Texas, to Mineola, and to Houston and various other points in said State; and

WHEREAS, The said Missouri, Kansas and Texas Railway Company owns and operates lines of railway extending from a junction with the said The Missouri, Kansas and Texas Railway Company of Texas, at Red River, in Grayson County, Texas, northwardly through the Indian Territory and the States of Kansas and Missouri; and

WHEREAS, the said lines of railway of the parties to this agreement form continuous lines of transportation, and

WHEREAS, the said The Missouri, Kansas and Texas Railway Company of Texas connects its lines of railway with the lines of railway of the party of the first part at Greenville, in the County of Hunt, State of Texas; and

WHEREAS, there is an interchange of traffic between the lines of railway of the party of the first part, and the lines of railway of the parties of the second part, and advantages will accrue to the parties hereto by a continuance of the interchange of traffic, and a division of the rates and charges from transportation on fair and reasonable terms.

NOW, THEREFORE, It is agreed by and between the parties hereto, in consideration of the premises and of the agreements hereinafter contained, as follows:

ARTICLE I.

All traffic, freight and passenger, from or to the line of railway of the party of the first part, to or from the line or lines of railway of the parties of the second part, shall be interchanged at the point or points of junction of such lines, and shall be promptly and safely carried over the lines of the parties receiving the same to its destination, the interchange to be made, so far as practicable, without change of cars.

ARTICLE II.

So that there shall be no cause of dispute between the parties hereto as to what are proper rates and charges for the freight and passenger traffic which is to go over the lines of the parties hereto under this agreement, it is agreed that but one schedule of rates shall be appealed to determine the question of what are proper rates and charges. It is therefore agreed that the general and specific rates and charges for transportation of all freight and passenger traffic covered by this agreement shall be upon the basis of the rates and charges of the schedules made by the parties the second part for transportation of like traffic over their own lines, whose schedules of rates thus established, and as modified or enlarged by general orders of the party of the second part, shall, as between the respective parties hereto, govern their relation hereto. The party of the first part shall be entitled to receive the following proportion of the gross revenue from all interchange traffic:

1st. On all freight traffic, except cotton and live stock, passing between points on the Missouri and Mississippi Rivers and points taking same rates and stations on the line of railway of the party of the first part the following percentages shall rule:

BETWEEN STATIONS ON THE LINE OF RAILWAY OF THE PARTY OF THE FIRST PART AND HANNIBAL, MOBERLY, HIGBEE, ST. LOUIS, AND KANSAS CITY.

	M. K. & T. PER CENT.	S. S. & S. PER CENT.
McKinney	85	15
Farmersville	85	15
Sulphur Springs	82½	17½
Pittsburg	80	20
Jefferson	72½	27½
Local Stations between Pittsburg and McKinney	70	30
Local Stations between Pittsburg and Jefferson	65	35

2nd. Between points on the line or lines of the Missouri, Kansas and Texas Railway Company in Kansas and Missouri, and points on the line of railway of the party of the first part, Kansas City percentages shall apply.

3rd. On all freight traffic originating in or destined to defined territories, east or north of the Mississippi and Missouri Rivers, the proportions to St. Louis, Hannibal, Higbee, Moberly or Kansas City shall first be deducted and the remainder divided on the percentages applying between those points proper.

4th. On all freight traffic originating on lines other than those of the parties hereto, the arbitraries of such lines shall first be deducted from the through rate and the balance divided on the percentages herein fixed.

5th. On cotton forwarded via St. Louis or Hannibal the parties of the second part shall be allowed:

Compressed cotton, 25c. per 100 pounds.
Flat cotton, 35c. per 100 pounds.

and on cotton forwarded to Houston and Galveston the parties of the second part shall be allowed:

Compressed cotton, 20c. per 100 pounds.
Flat cotton, 30c. per 100 pounds.

6th. To Mississippi and Missouri River Crossings, the party of the first part will be allowed the following percentages on live stock:

50 miles and under, 20 per cent.
122 miles and over 50, 30 per cent.

7th. On all freight traffic between points on the lines of the parties hereto in Texas and Indian Territory the through rates shall divide on the following mileage percentage basis:

Miles on the M. K. & T. Lines.	Mileage & Per cents of Rates for S. S. & S. R'y.	
	60 MILES AND UNDER.	OVER 60 MILES TO 122 MILES
0 to 60 Miles.	50 per cent.	65 per cent.
Over 60 to 100 "	45 "	60 "
" 100 to 200 "	40 "	50 "
" 200 to 300 "	35 "	40 "
" 300 to 400 "	30 "	35 "
" 400 to	25 "	30 "

8th. The divisions of the through rate provided for in the foregoing sections of this article shall apply, provided that neither party shall receive less than five (5) cents per cwt., except in the event that the through rate for both parties hereto shall be less than ten (10) cents per cwt., the rate shall divide fifty (50) per cent. to each party regardless of mileage.

9th. Rates on passenger traffic to be divided on an actual mileage pro-rate.

ARTICLE III.

It is mutually agreed that all business to or from points on the lines of either of the parties hereto, from or to points on the lines of the other parties, shall, so far as the parties hereto may lawfully control the same, be carried over the lines of the parties hereto so long as this agreement remains in force, each party, however, being at liberty to transport over its own lines, whether main or branch, in preference to the lines of the other, whenever the same may be practicable.

ARTICLE IV.

All material and supplies for the line or lines of either of the parties hereto, including the branch lines of the parties of the second part, shall be carried in the trains of the other party at the rate of one (1) cent per ton per mile for 200 miles and under, and three quarters (¾) of one cent per ton per mile for over 200 miles, provided, however, that no single shipment of less than a car load shall be carried for less than twenty-five (25) cents, and no car load for less than $5.00, and provided, further, that the rate shall not exceed the tariff rate then in force.

ARTICLE V.

It is the intention of the parties hereto in entering into this agreement, to establish traffic arrangements between their respective lines of road upon fair and reasonable terms; therefore it is further agreed that if any of the provisions of this agreement shall be found, upon trial, to be unfair or unreasonable, the same may be amended from time to time, in such manner as shall be approved by the respective boards of directors of the contracting parties hereto.

ARTICLE VI.

This agreement shall go into effect on the 1st day of August, 1894, and continue for a period of ten years, unless sooner terminated by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate, the day and year first above written.

THE SHERMAN, SHREVEPORT & SOUTHERN RAILWAY COMPANY.

By F. W. FRATT,

General Manager.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS.

By THOS. C. PURDY,

Second Vice-President.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By THOS. C. PURDY,

Vice-President & General Manager.

2

St. Louis Union Station

Agreement

—OF—

September 1st, 1894.

—BETWEEN—

Terminal Railroad Association of St. Louis,

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Terminal Railroad Association of St. Louis,

AND

Missouri, Kansas & Texas Railway Company,

For use of new Union Passenger Station in the City of St. Louis, Mo.

DATE:	September 1st, 1894.
PERIOD:	7 years.
EXPIRES:	September 1st, 1901.
TERMS:	Proportionate charge, according to use, of Annual Rental of $325,000.
	Proportionate charge, according to use, of cost of maintenance and operation.
	Proportionate charge, according to use, of cost of additions and improvements.
	Minimum Rental, $1,000 per month.
	Monthly settlements.

An Agreement, Made this first day of September, 1894, by and between the TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a corporation organized and existing under the laws of the State of Missouri, (hereinafter termed the Terminal Company), party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Kansas, (hereinafter termed the Railway Company), party of the second part.

WHEREAS, said Terminal Company is the owner of the new Union Passenger Station in the city of St. Louis, Missouri, and of a large system of terminal facilities, appurtenant thereto and connected therewith, which have been constructed and acquired by said Terminal Company for the more efficient and economic handling of incoming, outgoing, through and initial passenger, express and mail traffic, at said city of St. Louis, of the various railroad lines entering said city, which passenger terminal facilities, said Terminal Company may find it necessary, from time to time hereafter, to enlarge and increase in such manner and to such extent as the proper economic and efficient handling and interchange of passenger traffic at said city of St. Louis may require; the said Union Passenger Station and Terminal facilities appurtenant thereto and connected therewith, now existing, as well as such additional facilities as may hereafter from time to time be acquired, constructed or added thereto, being hereinafter referred to as "Station Facilities;" and,

WHEREAS, Said Terminal Company is willing to admit all railway lines entering said city of St. Louis to a joint use of said Station Facilities, for such rental and compensation as will yield a fair and reasonable return upon the outlay for, and value of, the facilities acquired and to be acquired, and, in addition thereto, fully meet and discharge all costs, charges, taxes, ordinary and extraordinary, assessments, general and special, benefits, expenses, expenditures and outlays of any, and every nature and kind whatsoever, incurred, created, made, rated, levied, assessed or imposed, or for which said Terminal Company may be, or may become, in any manner liable in the conduct, operation, maintenance, management, repair, improvement and enlargement of said Station Facilities; and,

WHEREAS, Said Railway Company desires to be admitted, in common, with any and all railway lines now or hereafter admitted, to the joint and common use of said Station Facilities;

NOW THEREFORE, this agreement made and entered into this first day of September, 1894, by and between said Terminal Company, as party of the first part, and said Railway Company, as party of the second part.

WITNESSETH:

ARTICLE I.

Said Terminal Company hereby grants to said Railway Company, and said Railway Company hereby accepts, the right to the joint use and enjoyment, in common with any and all railways now admitted, or at any time hereafter admitted to such joint use and enjoyment, of said Station Facilities, as well as such other facilities, as may from time to time hereafter be acquired by said Terminal Company and become appurtenant thereto and connected with its system of Station Facilities and form part thereof; the existing Station Facilities being situated within the territory described on the plat hereto attached and made part hereof.

The above grant and acceptance are made upon the terms and conditions, and for the rental and compensation hereinafter set forth, and subject to which terms and conditions said Railway Company hereby accepts such use and enjoyment of said Station Facilities and hereby covenants and agrees to pay such rental and compensation.

ARTICLE II.

As and by way of compensation and rental for such joint use of said Station Facilities, herein granted and accepted, said Railway Company hereby covenants and agrees to and with the said Terminal Company, its successors and assigns, to pay in the manner, and at the times hereinafter specified, the proportionate part, ascertained and determined as hereinafter provided, of the rental, and of all charges, costs, taxes, ordinary and extraordinary, assessments, benefits, outlays and expeditures of any and every nature and kind whatsoever, incurred, created, made, rated, levied, assessed, imposed or for which said Terminal Company may in any manner, whatsoever, become liable in the operation, maintenance, repair, renewal, control, management and conduct of said Station Facilities and every part thereof; it being expressly

understood that interest on the bonded indebtedness of the Terminal Company shall not constitute a charge for which the Railway Company shall be liable, in any manner, or to any extent.

ARTICLE III.

For the purpose of determining the compensation and rentals to be paid hereunder by said Railway Company to said Terminal Company, it is hereby agreed that the aggregate amount received by said Terminal Company monthly from Railway Lines using said Station Facilities shall be at all times sufficient to fully and promptly meet, pay and discharge each and all of the following items, which items shall constitute an account hereinafter designated,

UNION STATION ACCOUNT.

A An annual sum of $325,000.00, payable in equal monthly installments of $27,083.50; said sum of $325,000.00 being five per cent on $6,500,000, which sum of $6,500,000 is hereby agreed and stipulated to be the fair value of existing Station Facilities, including the connection with, and the storage yards now in course of construction.

B An annual sum payable in equal monthly installments, equivalent to five per cent upon all amounts which the Terminal Company may at any time during the term of this contract be required to pay under or by virtue of any present or future Ordinances of the City of St. Louis, under which said existing Station Facilities may have been constructed, and under which future additions or betterments may be acquired or constructed; and five per cent upon the cost to the Terminal Company of all real estate, betterments, additions and improvements to said Station Facilites, including rebuilding of buildings or structures destroyed by fire or other casualty, which said Terminal Company may from time to time hereafter acquire, construct, make or add to, and make part of its Station Facilities; such additions and betterments to be made as hereinafter provided.

C All rentals and other liabilities assumed by the Terminal Company arising out of leaseholds, leases, contracts, and agreements, by which the Terminal Company may hereafter secure the use of additional facilities, to become

appurtenant to and form part of said Station Facilities, payable also in equal monthly installments.

D All unsettled or unadjusted claims and demands, of whatsoever nature and kind, which may have arisen out of the operation of the old Union Depot and appurtenances thereto, and which would have been a proper charge to the Lines using said Union Depot. Provided, however, that any payments made on account of any such claims and demands, shall be prorated and charged against the lines using said Union Depot.

E All taxes, rates, levies, benefits, assessments and charges of any and every nature and kind, from time to time and at any time hereafter during the term of this lease, assessed, levied, rated, charged, or imposed in any manner upon said Station Facilities, or any part thereof, or connected with the operation thereof, and for the payment of which said Terminal Company, or said Station Facilities, or any part thereof, may be or may become, in any manner whatsoever, liable.

F. All charges and costs of effecting and carrying insurance of the Terminal Company of any kind, or character, upon said Station Facilities, including also, such Accident and Employes Liability Insurance, upon employes engaged in the operation or maintenance of said Station Facilities, as the Terminal Company may procure and for the payment of which it may become liable.

G All costs, charges and expenses of any and every nature and kind whatsoever, incurred, created, or for which the Terminal Company may be in any manner liable, in the operation, maintenance, repair and renewal of said Station Facilities, and such additional facilities as may be hereafter acquired and become appurtenant to and connected with existing Station Facilities.

H All salaries of officers, wages of employes, agents and servants, and purchase of material and supplies connected solely with the operation, conduct, maintenance and control of said Station Facilities, and reasonable and proper proportion of the salaries of officers, wages of employes, agents or servants engaged in the joint service of said Terminal

Company and the operation and maintenance of said Station Facilities.

I All sums expended by the Terminal Company in payment or settlement of losses and claims for damages arising in any manner out of the operation, maintenance, control, management and repair of said Station Facilities.

J Any and all other costs, charges, expenditures, outlays and expenses, made, created or incurred, by the Terminal Company or for which it may become in any manner whatsoever liable in connection with the operation, maintenance control, management, renewal and repairs of said Station Facilities; it being hereby expressly declared that any enumeration of items herein made shall not be held to exclude any other item not enumerated and properly chargeable to said Station Account,—it being the spirit and intent of this agreement that the compensation received by said Terminal Company from Railway Lines, for the use and enjoyment of said Station Facilities, shall at all times be sufficient to yield five per cent interest on the value of said Station Facilities as fixed and provided for in Paragraphs A and B of Article III, and fully re-imburse the Terminal Company for all necessary costs, charges and expenses, taxes, rates, levies, assessments and benefits of any and every nature and kind, which the Terminal Company may incur, make, create, or which may be levied, rated, charged, assessed or imposed, or for which the Terminal Company may be or become liable in any manner in connection with the operation, maintenance. conduct, control, management, repairs, renewals, alteration, extension and enlargement of said Station Facilities.

If said Union Station or any building or structure of said Terminal Company forming a part of said Station Facilities should be destroyed by fire or other casualty, the Terminal Company shall promptly rebuild the same, and all expenditures made by the Terminal Company on account of such rebuilding, less the amount of insurance received by the Terminal Company, shall be and become a part of the principal, interest on which, at the rate of five per centum per annum, shall be charged to said Station Account, and shall be paid monthly as in paragraph B of this Article above provided. The Terminal Company shall insure against loss by fire to a reasonable and proper amount, said Union Station and buildings connected with said Station Facilities.

ARTICLE IV.

The proportion of the aggregate of said items comprising said Station Account, which said Railway Company hereby agrees to pay as rental and compensation for the joint use of said Station Facilities herein to it granted and by it accepted, shall be ascertained, determined and paid in the following manner; said Station Account chargeable to all lines using said Station Facilities, and showing the proportion of each line and items of charges and expenses, shall be prepared monthly by said Terminal Company and from the aggregate of the items thereof shall be deducted the actual net monthly revenue, which said Terminal Company may derive from ground rentals of land enbraced within said Station Facilities and from tenants, lessees, licensees and occupants of offices, apartments and privileges in and about the said Union Station and from all sources whatsoever connected with said Station Facilities, including fair and reasonable rent for any offices, buildings, or real estate, included in said Station Facilities, used by the said Terminal Company for any purposes not connected directly with the management and operation of said Union Station Facilities; the balance remaining shall constitute the amount, its proportionate part of which, determined as hereinafter provided, said Railway Company hereby covenants and agrees to pay on sight drafts to said Terminal Company, its successors or assigns, on the fifteenth day of each month succeeding the month covered by such statements; errors or omissions, if any, in any such statements, to be corrected in succeeding statements.

Said proportionate part of said balance above referred to which said Railway Company shall pay to said Terminal Company shall be ascertained and determined in the following manner:—

An accurate record shall be kept by the Terminal Company of all passenger, baggage, mail, express, sleeping, dining and special cars, in and out of the said Union Station during each calendar month, and said Railway Company shall pay said Terminal Company such proportion of said balance, as the number of such cars of said Railway Company in and out of the said Station, bears to the whole number of such cars in and out of lines using said Station Facilities during the month; and in so ascertaining the number of such cars in and out, cars hauled in trains, the run of which terminate within 37 miles of said Union Station, shall be counted as one-third part of a car, in all other cases as one car.

The Station Account above referred to shall be prepared by the Auditor of the Terminal Company and shall be sent to each Line using said Station Facilities; such statements shall show the

rentals, credits, expenses and charges, the number of cars in and out, during said month, and the proportion of balance due by each Line.

ARTICLE V.

It is understood and agreed that the compensation to be paid by the said Railway Company as provided in ARTICLE III, covers only such services as properly belong to Union Station service, namely: the switching of trains between Station and Storage Yards; the switching of cars in and about Storage Yards Station tracks, Express Buildings; the care of passengers in and about Train Shed and Waiting Rooms; sales of tickets, handling of baggage and mail; operation and maintenance of tracks, switches and interlocking; the heating and lighting of Station, Train Shed, etc.; the maintenance and care of premises included in the Station Facilities and appurtenances thereto; and the careful and proper management of all the sources of revenues to be credited on the Rental Account as provided in Article IV; and that all supplies for cars, such as ice, oil, gas, fuel, or of any other nature; labor and material for cleaning or repairs of cars; fuel water and supplies for engine; use of Round House and care and attention of engines therein; material and labor; repairing engines, together with any and all services and supplies or material not incident to Union Station work but requested by said Railway Company to be done, or performed for or furnished to it, shall be at the sole cost, charges and expense of said Railway Company, who shall pay the sight drafts of the Terminal Company therefor on the 15th day of each month for the preceding month, any errors or omission in such statement to be corrected in subsequent statement.

ARTICLE VI.

Said Terminal Company shall have and exercise the exclusive control and management, except as hereinafter provided, of the operation, repair, renewal and maintenance of said Station Facilities and every part thereof, and shall have the right to establish and shall establish all necessary rules for such operation and management; but all rules and regulations so established, by the said Terminal Company shall be uniform and shall apply equally and without discrimination to all Lines, and which rules and regulations, said Railway Company hereby agrees to observe, and cause to be observed by its employes.

It being further agreed, that if at any time any Line shall

desire to change any of such rules, or regulations, or add to the same, or alter the basis of apportionment of said Station Account, it may in writing suggest such change or changes to the Terminal Company, and thereupon the Terminal Company shall in writing notify each Line of such suggested change or changes, and of the time within which, not less than thirty days, each line may in writing approve, or disapprove of such change or changes; and if within the time in such notice specified the lines paying a majority of per cents of said Station Account (for the month in which such notice is given), shall communicate in writing to the Terminal Company approval of such suggested change or changes, the same shall take effect and be in force from and after the first day of the following month, and until again in like manner changed; if, however, lines paying a majority of per cents of said Station Account, fail or neglect, within the time specified in said notice, to communicate in writing to the Terminal Company approval of such suggested change or changes, then the Terminal Company shall itself determine the question of such change or changes; provided, however, the Terminal Company may veto any change or changes, approved in the manner just stated by the lines, unless such approval is unanimous; should, however, the Terminal Company exercise such right of veto, it shall notify in writing each of said lines of such veto, and thereupon and within thirty days, the lines may in writing notify the Terminal Company of their approval, or disapproval of such veto, and if the lines so paying sixty per cent of said Station Account shall neglect or fail within said thirty days to disapprove of such veto, the same shall stand and such proposed change or changes shall not take effect. It being, however, expressly understood that nothing in this article contained shall effect, or in any manner release said Railway Company from the obligation to pay its proportion of said Station Account as hereinbefore provided, or affect in any manner or to any extent the items of said Station Account.

ARTICLE VII.

Inasmuch as the Station Facilities are to be operated and maintained for the joint and common use of all lines using the Union Station, it is hereby expressly stipulated:

First. Said Railway Company will fully indemnify and save harmless said Terminal Company from and against all charges, costs, expenses, loss and damage to persons or property occurring within the boundaries of said Station Facilities, and resulting from the use of defective equipment, or from the fault, negligence, care-

lessness or misconduct of said Railway Company, or any of its offices, agents, employes, or servants.

Second. Said Railway Company also covenants and agrees to fully indemnify and save harmless all other railway companies using the said Union Station, from and against all charges, costs, expenses, loss or damage to persons or property occurring within the boundaries of said Station Facilities, and resulting from the use of defective equipment, or from the fault, negligence, carelessness or misconduct, of said Railway Company, or any of its officers, agents, employes, or servants.

Third. Said Terminal Company will fully indemnify and save harmless said Railway Company from and against all charges, costs, expenses, loss and damage to person or property occurring within the boundaries of said Station Facilities, and resulting from the use of defective equipment of said Terminal Company, or from the fault, negligence, carelessness or misconduct of any of its officers, agents, employes or servants, when such equipment, officers, agents and employes or servants are employed in the service of said Terminal Company, not connected with the operation, management, maintenance or repair of said Union Station Facilities.

Fourth. Any loss or damage sustained by either or both of the parties hereto, or by any other party, due to the use, operation or maintenance of said Union Station Facilities, not covered by Sections 1, 2 and 3 of this Article shall be charged as an Union Station expense and prorated in the Union Station account, as other expenses are prorated, and when collected, shall be paid to the party sustaining such loss or damage.

ARTICLE VIII.

It is agreed that said Terminal Company shall be considered the agent of said Railway Company and of all other lines using said Station Facilities for the sale of Railway tickets at said Union Station, and shall be liable for and account to said Railway Company and other lines for all moneys received from the sale of tickets at said Union Station, and said Railway Company whenever requested so to do by said Terminal Company shall send a representative to check up its ticket account with said Terminal Company, it being further expressly understood that the liability of the Terminal Company to the Railway Company and other such lines arising out of the relation of the Terminal Company to Lines as Ticket Agent of the said lines respectively, shall be

limited solely to a faithful accounting for all tickets, and moneys received from the sale of tickets, of said respective Railway Lines.

ARTICLE IX.

Inasmuch as the rights herein accorded the Railway Company are in common and joint with the rights granted other railway lines, and as the Station Facilities are intended or designed only for purposes and uses necessary to a proper and reasonable use and enjoyment of said Station Facilities, the Railway Company shall have no right to the storage or holding of any more passenger, baggage, mail, express or sleeping cars within the limits, or on the tracks embraced within Station Facilities, than are necessary for the proper and reasonable operation of its trains in and out of the said Union Station; nor shall said Railway Company, or any other line, be permitted to store, or hold surplus equipment within the limits of said Station Facilities; and said Terminal Company shall have the right to make a reasonable charge for all surplus equipment.

ARTICLE X.

Said Railway Company, for itself, its successors and assigns, hereby covenants and agrees to, and with the Terminal Company, its successors and assigns, that said Union Passenger Station shall, during the term of this agreement, be used for all passenger trains of said Railway Company, its successors and assigns, into and out of said city of St. Louis.

ARTICLE XI.

In the event that said Railway Company shall fail to pay within 30 days after the same is due and payable, its full proportion of the balance of said Station Account, ascertained and determined, and by it agreed to be paid, as hereinbefore provided, said Terminal Company shall have the right to terminate the rights and privileges herein granted and exclude said Railway Company from the use and enjoyment of said Station Facilities and every part thereof, until all amounts due from said Railway Company, under this agreement, together with interest thereon, at the rate of six per cent per annum, from the date when such amounts should have been paid, are fully paid, but such exclusion shall not release the Railway Company from its liability to pay any sum or sums due from it to the Terminal Company, under the provisions of this contract, or from its liability for any loss or

damage resulting to the Terminal Company or other lines using said Station Facilities from such failure to pay its proportion of said Station Account.

ARTICLE XII.

In the event of default, or defaults, at any time by any other line, in the payment in full of its proportion of said Station Account, the Terminal Company shall add to said Station Account the amount of such default, or defaults, but the absorption of such default, or defaults, in said Station Account shall not relieve the line in default from the payment to the Terminal Company of the amount of such default, or defaults, it being expressly understood and agreed that, notwithstanding the absorption of such defaults in said Station Account, the said Terminal Company, shall, as Trustee of an express trust, or in its own name, collect, sue for, and recover from the lines in default, the amount of such default, or defaults, and all amounts so recovered shall be credited upon said Station Account for the month following such recovery or collection.

ARTICLE XIII.

The Terminal Company agrees that it will make no addition or betterment to said Station Facilities involving expenditures exceeding fifty thousand dollars in the aggregate in any one fiscal year, or the payment of an annual rental or charge exceeding twenty-five hundred dollars, unless requested so to do by the lines paying a majority of per cents of said Station Account for the month in which such request may be made, or unless the Terminal Company shall give notice in writing to each of the said lines of such proposed addition or betterment, and of the time within which, not less than 30 days, the said lines may communicate in writing to the Terminal Company approval or disapproval of such proposed addition or betterment, and if within the time specified in said notice said lines paying a majority of per cents of said Station Account shall so in writing communicate disapproval of such proposed additions, or betterments. the same shall be abandoned; if, however, said lines paying a majority of per cents of said Station Account fail or neglect within the time specified in said notice to express in the manner herein specified disapproval of such proposed leasing, addition or betterments, then and in that event said Terminal Company shall itself determine the question of such proposed acquisition or betterment.

Any notice herein provided to be given said Railway Company or any of said lines may be given in writing to the President or General Manager or the Acting Chief Officer of said Railway Company and of the said lines, respectively, or mailed to either of such officers at his office address.

ARTICLE XIV.

It being the intent and understanding of the parties hereto that the minimum amount to be paid hereunder by the said Railway Company to the said Terminal Company by way of rent and compensation during each and every month that this contract shall continue in force shall not be less than One Thousand Dollars ($1,000.00), said Railway Company hereby covenants and agrees that for each and every month that its proportion of rent and compensation, determined as hereinbefore provided, shall be less than One Thousand Dollars ($1,000.00), it will pay to said Terminal Company the fixed sum of One Thousand Dollars ($1,000.00) in payment for its proportion of said rent and compensation; provided, however, that in ascertaining the proportion to be paid hereunder by said Railway Company, the proportion to be paid by any affiliated line of said Company shall be included, although such proportion may, by direction of said Railway Company, be shown separately on the monthly statement to be rendered as hereinbefore provided.

ARTICLE XV.

This contract shall continue in force for the period of seven (7) years from and after September 1st, 1894, unless the rights of said Railway Company are declared forfeited by the Terminal Company as in Article XI. hereinbefore provided.

IN TESTIMONY WHEREOF, said Missouri, Kansas & Texas Railway Company and said Terminal Railroad Association of St. Louis, have caused these presents to be executed in duplicate under their respective corporate seals and by their respective officers as of the day and year first hereinabove written.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS,

By JULIUS S. WALSH,

[SEAL] Vice-President.

Attest:

JAS. HANNA,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY.

By H C. ROUSE,

[SEAL] President.

Attest:

C. G. HEDGE,

Secretary.

Passenger Terminal Agreement,

(ST. LOUIS.)

—OF—

December 26th, 1894,

—BETWEEN—

Terminal Railroad Association of St. Louis,

Missouri, Kansas & Texas Railway Company.

St. Louis Merchants' Bridge Terminal Railway Company,

SYNOPSIS

OF

AGREEMENT

BETWEEN

Terminal Railroad Association of St. Louis,

Missouri, Kansas & Texas Railway Company,

AND

St. Louis Merchants' Bridge Terminal Railway Company,

Covering use of the Merchants Company tracks in St. Louis.

DATE: December 26th, 1894.

PERIOD: 5 years from May 1st, 1895, and thereafter until terminated by two years' notice by either party.

TERMS: $16,666.66 per annum, payable in equal monthly installments.

These Articles of Agreement, made and concluded this 26th day of December, A. D., 1894, by and between, the TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a corporation of that name, organized under the laws of the State of Missouri, and hereinafter called the Terminal Association, or party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation of that name, organized under the laws of the State of Kansas, hereinafter called the Kansas Company, or party of the second part, and the ST. LOUIS MERCHANTS' BRIDGE TERMINAL RAILWAY COMPANY, a corporation of that name, organized under the laws of the State of Missouri, party of the third part, and hereinafter called the Merchants' Company:

WITNESSETH,

WHEREAS, the said Terminal Association owns the new Union Passenger Station, situated on Market Street between 18th and 20th Streets in the city of St. Louis, and certain railroad tracks constructed and to be constructed connected with said passenger station, and also certain railroad tracks constructed and to be constructed extending from 7th and Gratiot Streets to a connection with the tracks of the said Union Passenger Station; and,

WHEREAS, the said Merchants' Company owns a certain railroad constructed and to be constructed in the city of St. Louis, Missouri, connected and to be connected with the railroad of the said Terminal Association at 7th and Gratiot Streets in said city of St. Louis, and extending thence to a connection with the railroad of the St. Louis, Keokuk and Northwestern Railroad Co., at or near Wright Street in the said city of St. Louis; and,

WHEREAS, the said Terminal Association and the said Merchants' Company and their railroads and properties are designed, adopted and intended for furnishing terminal facilities to various railroads centering at the said city of St. Louis; and,

WHEREAS, during the period of this agreement the railroads and properties of the said two last named companies, covered by this agreement are to be used in connection and combination with each other for the purpose of carrying out this agreement; and,

WHEREAS, the said Kansas Company operates its railroad into the city of St. Louis under a joint track agreement with the said St. Louis, Keokuk and Northwestern Railroad Company, over the tracks of said last named Railroad Company; and,

WHEREAS, the said Kansas Company wishes to run its passenger engines and passenger trains from the tracks of the said St. Louis, Keokuk and Northwestern Railroad Company from at or near Wright Street in the city of St. Louis, and from such other points as may hereafter be determined, over the track or tracks of the railroads of the said Terminal Association, and said Merchants' Company, and to use jointly with the said two last named companies, and such other corporations or persons as are now, or may hereafter, be admitted to the use of the same, the tracks of the said Terminal Association and the Merchants' Company between said point of connection near Wright Street, and the new Union Passenger Station aforesaid, and the said Terminal Association, and the said Merchants' Company are willing to grant to said Kansas Company the right to such joint use on the terms and conditions following:

NOW THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I.

For the purposes of carrying out this agreement the possession control and management of the railroads and properties of the said Merchants Company in the city of St. Louis, covered by this agreement, as well as those of the said Terminal Association, shall be vested in said Terminal Association to the end that the combined properties may be treated and dealt with as a unit so far as the rights of the Kansas Company therein are concerned; and hereafter in this agreement said railroad and properties may be treated as belonging to said Terminal Association.

The said Terminal Association hereby grants (and the said Merchants' Company, so far as necessary to secure to the second party in use, as herein conditioned, of its railroad and property, hereby joins in such grant) to the Kansas Company the right to use jointly with the Terminal Association and with such other parties as are now or may hereafter be admitted to the use of the same, the main tracks of said Terminal Association, and said Merchants' Company between the point of connection with the St. Louis, Keokuk & Northwestern Railroad Company's tracks near Wright Street, and such other points as may hereafter be determined, and the new Union Passenger Station aforesaid; and

also any other track or tracks of either of said companies that now are or hereafter may be constructed parallel and contiguous to said main tracks between said main points, for the passage of the trains and engines of the said Kansas Company used in passenger, mail and express service only.

The Terminal Association for itself and said Merchants' Company, also covenants and agrees with the said Kansas Company that the St. Louis, Keokuk & Northwestern Railroad Company shall have the right to make such connections between the tracks of its railroad and the tracks of the railroad of the said Merchants' Company at or near Wright Street aforesaid, as may be necessary or convenient to the full enjoyment of the grant hereinbefore made to the Kansas Company, and also to make all other connections desired by the Kansas Company at any points between said Wright Street and Carr Street, provided that such points of connection shall be chosen with a due regard to the interests of the Terminal Association, and the said Merchants' Company, and such connections be necessary to the proper enjoyment of the grant herein made.

ARTICLE II.

The second party herein accepts the grant as hereinbefore set forth and agrees to pay annually to the first party as rental, the sum of Sixteen Thousand, Six Hundred and Sixty-six Dollars and Sixty-six cents ($16,666.66) to be paid in equal monthly installments at the office of the first party in the city of St. Louis, which installments shall be due and payable, on the fifteenth (15th) day of each month for the next preceding month.

ARTICLE III.

The second party agrees, that it will not employ the rights granted to bring into the Union Passenger Station the trains or cars of other railroads, except so far as such cars may be run in through service over the lines of the second party, and its connections.

ARTICLE IV.

The first party shall not be put to any costs in putting in the connections with the St. Louis, Keokuk & Northwestern Railroad provided for by this agreement, except that if for any reason it shall become necessary or expedient to put in a junction target or interlocking device at the connection near Wright Street, the cost

of the same and of appliances necessary thereto shall be borne by the parties in the proportions following: one quarter thereof by the first party; one-half thereof by the St. Louis, Keokuk & Northwestern Railroad Company, and the Chicago, Burlington and Quincy Railroad Company, and one quarter thereof by the party of the second part, in which proportion the further cost of maintenance and operation, and also the wages of the necessary switch tenders and flagmen attending the same shall be also borne.

ARTICLE V.

The first party shall make all necessary and convenient rules and regulations and schedules for the running of trains, and for the conduct of the employees of the second party while on the tracks of the first party. The time of arrival and departure of passenger trains of the second party shall be so fixed as to conform to the through schedule of such trains, and to promote the interests of the second party. Passenger, mail and express trains shall be given precedence in use of tracks over all trains of inferior class.

ARTICLE VI.

In case of emergency, at the request of the second party, the first party shall provide engines and crews for hauling passenger trains of the second party between said point of junction near Wright Street, and said passenger station in either direction, and for such service the said first party shall be paid two dollars ($2.00) per train. At the request of the second party the first party shall furnish helping engines free of charge to aid trains of second party over the grade near 10th Street.

ARTICLE VII.

If the second party shall so request, the first party shall admit the engines of the second party to the roundhouse or roundhouses of the first party, and shall there perform such service as is ordinarily performed at roundhouses; so far, however, and so far only, as the roundhouse facilities of the first party shall permit, and for such service, the second party shall pay a sum equal to the interest, at a fair rate, upon the value of the roundhouse stalls used for the engines of the second party, and shall also pay a fair proportion of the cost of superintendence, repairs and maintenance of the roundhouse, turntables and water plugs. And in the event that the engines of the second party shall be so cared for in the roundhouses of the first party, the first party shall furnish, at cost, water and all other engine supplies.

ARTICLE VIII.

The first party agrees that it will have its railroad and railroad property ready for use by the second party, as hereinbefore provided, by February 1st, 1895, unless unavoidably prevented by matters beyond the control of said first party. And the first party covenants that it will during the term of this contract maintain the demised premises in a good, sufficient and proper manner.

ARTICLE IX.

The second party agrees that it will run its engines and trains over the tracks of the first party with due care, and with competent and skillful employees, and that it will observe and require its employees to observe the rules and regulations of the first party.

The first party shall be liable to the second party, and to all others, for all injuries and damages which shall be caused by the misconduct, carelessness and neglect of its own employees, and shall save the second party harmless, and indemnify it from all costs, expenses and damages which it shall be called upon to pay by reason of such misconduct, carelessness or neglect of the first party, or its employees.

And in like manner the second party shall be liable to the first party and to all others, for all injuries or damage which shall be caused by the misconduct, carelessness and neglect of its employees, and shall save the first party harmless, and indemnify it from all costs, expenses and damages, which it shall be called upon to pay by the reason of such misconduct, carelessness and neglect of its employees.

If injury or damages shall be caused to the parties hereto by the misconduct, carelessness or neglect of any joint employee, as in Article X defined; or if, in case of such loss or damage, neither of the parties is at fault, or if, it cannot be ascertained which, if either of the parties is at fault, each party shall bear its own loss or damage.

In case any outside party or parties shall be injured in person or property by the joint or concurring negligence of the parties to this agreement, the loss and injury to such outside parties shall be borne equally, by the first party one-half thereof, and by the second party one-half thereof.

In case any outside party or parties shall be injured in person or property, in, upon or about the demised premises, and the second party shall be free from misconduct, carelessness, or

negligence in respect thereto, the first party shall bear the entire loss and damage, and shall save and keep harmless the second party therefrom.

Either party which shall be compelled to pay more than its share of the loss or damage provided for in any clause of this article, shall be fully reimbursed by the other party or parties responsible as hereinbefore in this article provided, and all costs and expenses of every kind shall be included in the settlement.

ARTICLE X.

All persons engaged in the operation of the trains of the second party, in common with the trains of other parties, over the demised premises shall, for the purposes of this agreement, be regarded as joint employees of the parties hereto, and of other parties using the demised premises.

But if any persons are engaged partly in such operation and partly in other service, they shall be regarded as joint employees only to the extent of their engagement in such common service.

It is agreed that the train employees of the parties hereto engaged in the separate service of either party hereto, are not joint employees; and also the persons engaged in the care and maintenance of the roadway and appurtenances of the first party are not joint employees.

The first party shall hire all joint employees; but any joint employee shall be removed for cause upon demand of the second party. Any employee of the second party may be excluded from the property covered by this agreement by the Superintendent of the first party for any good and sufficient cause.

ARTICLE XI.

The first party reserves the right to admit other persons or corporations to the use of the demised property in common with the parties to this agreement, and in this respect the second party is hereby advised, that the first party has contracted to admit the St. Louis, Keokuk and Northwestern Railroad Company, and the Chicago, Burlington and Quincy Railway Company to a joint use of the said demised property upon terms similar in all respects to the terms granted to the second party hereto, except as to compensation.

It is, however, expressly agreed that in the admission of other persons or corporations to the common use of the property, the rights granted to the second party to this agreement shall not be impaired.

ARTICLE XII.

And whereas, it is desired by the parties hereto that the interchange of freight between the railroads of the parties hereto shall be facilitated, it is further agreed that the first party will switch all freight cars offered it by the second party between any points of connection between the railroads and any points reached by the tracks of the first party, promptly and upon as favorable terms in all respects as the first party contemporaneously allows or provides to, or for the most favored person or corporation; it being understood that provided the services of the first and third parties are satisfactory, and their charges be equal with those of their competitors, the second party will, when it can be done without prejudice to its interests, give to the parties of the first and third parts preference over all other transfer agencies and companies.

ARTICLE XIII.

The first party agrees that it will admit the second party to the new Union Passenger Station and will secure to it the full use and enjoyment of all the facilities thereof, upon an equality at all times and in all respects with the most favored person or corporation contemporaneously using the same.

ARTICLE XIV.

In the event that the second party shall neglect or refuse for the period of ninety (90) days, after any payment provided for in this agreement shall become due and payable, to pay the same, the first party may at its option terminate this contract, and thereupon all rights of the second party hereunder shall immediately cease and determine.

ARTICLE XV.

The railroad tracks and property, the use of which is hereby granted by the first party to the second party, in existence at the time the use thereof by the second party under this contract begins, are to be shown by maps and plats attached hereto and made a part hereof. Such additions and improvements to said railroad tracks and property as may be made subsequent to the commencement of operations under this agreement and to which by this agreement the second party may become entitled to the joint use of, shall be shown by the maps and plats to be attached hereto from time to time. The actual time of the commencement of operations by the second party under this contract shall be endorsed hereon.

ARTICLE XVI.

And the said Merchants' Company, on its part, contracts that it will at all times during the term herein provided for, do all and every the acts and things necessary to be done on its part to enable the first party to fully keep, carry out and perform all the stipulations and covenants in this agreement contained to be done on the part of the first party, so far as they relate to the use of the railroad and property of the third party, and in the event of any failure therein on the part of the first party, it, the third party, will itself execute, keep, carry out and perform all such stipulations and covenants.

ARTICLE XVII.

If at any time any controversy shall arise respecting the rights or duties of either party under this agreement, or under the rules which may be adopted by the first party for the government of the parties hereto, and of joint employees, the controversy in dispute shall be referred to three competent disinterested arbitrators, one of whom shall be chosen by each party to the dispute, and the third by the two thus chosen. The party desiring the arbitration shall give written notice of the same to the other parties setting forth therein the point or points in dispute, and shall name the person selected by such party to act as arbitrator. In the event that the party upon whom such notice shall be served shall not within thirty (30) days after such service name a second disinterested person to arbitrate in its behalf, the party serving such notice shall select a second arbitrator, and the two so chosen shall select a third. The arbitrators thus chosen shall proceed at once to hear and determine the matters submitted to them, and shall give to each of the parties of the controversy, notice of not less than ten days of the time and place of hearing, and at the time and place appointed shall proceed with the hearing unless for good cause, of which the arbitrators shall be the sole judges, it shall be postponed. And the determination of the arbitrators, or of a majority of them, made in writing, shall be final and conclusive upon the parties.

ARTICLE XVIII

This contract shall continue in force from the commencement of operation of trains hereunder for the period of five (5) years, and thereafter until either party hereto shall give two years notice in writing, of a desire to terminate it. But no such notice of termination shall be given before the expiration of the full term of five (5) years.

IN WITNESS WHEREOF, the parties hereto have signed their corporate names by their respective Presidents, thereunto duly authorized by resolution of their respective Boards of Directors, and affixed their corporate seals, attested by their respective Secretaries, the day and year first above written.

Executed in triplicate.

TERMINAL RAILROAD ASSOCIATION
OF ST. LOUIS.

By WM. TAUSSIG,

[SEAL] President.

Attest,

JAS. HANNA,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY CO.

By H. C. ROUSE,

[SEAL] President

Attest,

C. G. HEDGE,

Secretary.

ST. LOUIS MERCHANTS' BRIDGE TERMINAL
RAILWAY CO.

By C. C. RAINWATER,

[SEAL] President.

Attest,

H. D. HEUER,

Secretary.

Furniture Car

Agreement

—OF—

April 22nd, 1895,

BETWEEN

Madison Car Company,

AND

Missouri, Kansas & Texas Railway Company.

SNYOPSIS

OF

AGREEMENT

BETWEEN

Madison Car Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering the purchase of 700 Furniture Cars.

DATE:	April 22nd, 1895.
PERIOD:	5 years from July 15th, 1895.
EXPIRES:	July 15th, 1900.
TERMS:	$511.43 per car, delivery before July 15th, 1895.
	Cash payment of $35,800, and sixty equal monthly payments of $6,191.61.
	Cars to be insured for seventy-five per cent. of their value for the benefit of the Madison Car Company.
	Cars to be kept in good order and repair, and all cars destroyed to be replaced.

This Lease, made and entered into on this 22nd day of April, A. D., 1895, by and between the MADISON CAR COMPANY, a corporation organized under the laws of Illinois, and located at Madison, Illinois, party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, organized and existing under the laws of Kansas, party of the second part.

WITNESSETH:—

That for and in consideration of payments and lease warrants to be made and given by the second party as hereinafter provided, the first party agrees to furnish and provide all the labor and material for and construct in a good, workmanlike manner, and subject to the inspection by the party of the second part, or its authorized representative, seven hundred (700) furniture cars to be built in accordance with blue prints and specifications furnished, and lease same to party of the second part, as hereinafter provided. Delivery and possession of these cars to be made and given at St. Louis, Missouri, on the tracks of the Missouri, Kansas & Texas Railway Company, on or before July 15th, 1895, unless prevented from so doing by strikes or destruction of the car works by fire, or other unavoidable causes.

It is understood and agreed that the second party shall place and keep an inspector at the works of the first party, and said inspector shall if and when he accepts said cars sign a certificate that the cars have been inspected and accepted by him, and said inspectors certificates shall be final and conclusive evidence that said cars are built in accordance with contract and according to terms of this lease, and likewise if he rejects said cars or any of them his rejection shall be final and conclusive, and the second party will not be required to take them.

Plates shall be placed upon the cars indicating the ownership thereof to be in the first party, which said plates shall remain thereon until formal title is passed to party of the second part by the party of the first part.

The party of the second part in consideration of the leasing, delivering and turning over of said cars, as per agreement, agrees to pay the first party for such cars as follows: A cash payment on each one hundred (100) cars of Five thousand, one hundred fourteen and $\frac{29}{100}$ ($5,114.29) dollars, being ten per cent. (10%)

of the said value of said rolling stock, and to execute and deliver to said party of the first part its sixty lease warrants, each for the sum of Six thousand, one hundred ninety-one and $\frac{61}{100}$ ($6,191.61) dollars, and bearing date of the average delivery of the cars and payable on the day of each consecutive month thereafter until the whole sixty lease warrants have been paid, the total sum of said sixty lease warrants being Three hundred and seventy-one thousand, four hundred ninety-six and $\frac{60}{100}$ ($371,496.60) dollars. Said lease warrants to be drawn in the following form.

ST. LOUIS, MO., ...189

..... after date the Missouri, Kansas & Texas Railway Company promises to pay to the Madison Car Company for lease of seven hundred furniture cars, at the Commercial Bank of St. Louis, Missouri, Six thousand one hundred ninety-one and $\frac{61}{100}$ Dollars.

By .....

It is expressly understood by and between the said parties that the said cars are and shall remain the personal property of the said party of the first part until the lease warrants herein before specified, or any renewals thereof, shall have been fully paid, together with any interest that may accrue thereon.

In case of default in the payment of said lease warrants, or any of them, the second party agrees, immediately on demand, to return such number as the first party shall deem necessary of said cars to the party of the first part at Madison, Illinois, as the owners thereof, to be sold and disposed of in such time and manner as the first party, its officers or agents, may consider for the interest of the respective parties, applying the proceeds of such sale or sales as follows:

To the payment of the cost and expenses of the recovery, custody and disposition of said cars, and all charges incident thereto.

To pay any balance that may be due and owing upon said lease warrants, or any of them, it being agreed that in case of default of the payment of any one of the said lease warrants, the same remaining in default for the period of thirty days, all of said lease warrants shall become due and payable at the expiration of said thirty days.

Any balance that may remain after the payment of said lease warrants, costs and expenses, is to be paid to the second party.

And it is hereby further stipulated that in case the proceeds of said sale or sales shall prove insufficient to pay said lease warrants, costs and expenses, the second party shall pay and make good to the first party the deficiency, whatever it may be, the second party remaining liable upon said lease warrants. It is further agreed that the first party may, should default in the payment of said warrants or any of them be made, recover and take possession of said cars wherever the same may be found, and may for that purpose enter upon the said road and premises of the second party, the second party agreeing to furnish to the first party all facilities and assistance in recovery of said cars that party of the first part may require.

The said party of the second part hereby agrees to keep the said cars insured for seventy-five per cent. of their value, free of expense to said party of the first part, for the benefit of the first party to the extent of its interest in said cars, and assign said policies to the party of the first part until the conditions of the contract are complied with.

The said party of the second part further agrees to keep said cars in good order and complete repair, subject to the inspection and approval of the said party of the first part, and to pay all taxes becoming due thereon; and in the event of any of the said cars being destroyed the said party of the second part hereby agrees to replace the same without expense to the party of the first part, and any failure to so repair said cars, or to pay said taxes, or to replace cars destroyed, continued for thirty days after demand therefor, shall entitle said party of the first part to declare all of said unpaid warrants due and to take immediate possession of so many of said cars as the party of the first part shall deem necessary, and sell the same in the same manner as is hereinbefore provided in case of default in the payment of any of said lease warrants.

This lease shall be recorded in accordance with the laws of the states, in which said party of the second part operates.

When all the lease warrants required to be executed by this agreement shall have been fully paid, the said cars shall become the absolute property of the second party and they shall be formally conveyed to the said party of the second part by said party of the first part.

This agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, the said Madison Car Company having hereunto caused its corporate name to be signed by its Vice-President and its corporate seal to be affixed by its Secretary, and the said Missouri, Kansas & Texas Railway Company has hereunto caused its corporate name to be signed by its President and its corporate seal to be affixed by its Secretary on the day and year first above written.

MADISON CAR COMPANY,

By L. M. RUMSEY,

Vice President.

[SEAL]

Atttest.

A. P. BRIGHAM,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By H. C. ROUSE,

President.

[SEAL]

Attest:

C. G. HEDGE,

Secretary.

STATE OF NEW YORK, }
NEW YORK COUNTY, } ss.

On this 3rd day of June, A. D., 1895, before me appeared H. C. Rouse, to me personally known, who, being by me duly sworn, did say that he is the President of the Missouri, Kansas & Texas Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said H. C. Rouse, as such President of said Missouri, Kansas & Texas Railway Company, acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County and State, on this the date first hereinabove written in this certificate.

My commission as Notary Public expires on the 30th day of March, 1896.

JOHN J. TIERNEY,

[SEAL] Notary Public, Kings County.
Certificate filed in New York County.

STATE OF MISSOURI, }
CITY OF ST. LOUIS. } ss.

On this 31st day of May, A. D., 1895, before me appeared Louis M. Rumsey, to me personally known, who, being by me duly sworn, did say that he is the Vice-President and Acting President of the Madison Car Company, a business corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Lewis M. Rumsey, Vice-President and Acting as President of said Madison Car Company, acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said City and and State, on this the date first herein above written in this certificate.

My commission as Notary Public expires on the 21st day of March, 1898.

F. P. JONES,

[SEAL] Notary Public,
City of St. Louis, Missouri.

Box Car Agreement

—OF—

May 23rd, 1895,

BETWEEN

Missouri Car & Foundry Company,

AND

Missouri, Kansas & Texas Railway Company.

6

SYNOPSIS

OF

AGREEMENT

BETWEEN

Missouri Car & Foundry Company,

AND

Missouri, Kansas & Texas Railway Company,

Covering the purchase of 800 Box Cars.

DATE: May 23rd, 1895.

PERIOD: 5 years from June 1st, 1895.

EXPIRES: June 1st, 1900.

TERMS: $446.73 per car, delivery in June and July, 1895; cash payment of $22,384. and sixty equal monthly payments of $5,583.33 bearing date June 1st, 1895, with interest at six per cent. per annum.

Cars to be insured for seventy-five per cent. of their value, for the benefit of Missouri Car & Foundry Company.

Cars to be kept in good order and repair, and all cars destroyed to be replaced.

8

This Indenture Made and entered into this twenty-third day of May, A. D. 1895, by and between the MISSOURI CAR & FOUNDRY COMPANY, a corporation organized and existing under the laws of the State of Missouri, party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Kansas, party of the second part,

WITNESSETH:

That for and in consideration of payments and lease warrants to be made and given by the second party as hereinafter provided, the first party agrees to furnish and provide all the labor and material for, and construct in a good workmanlike manner, and subject to the inspection of the party of the second part or its authorized representative, eight hundred (800) box cars, to be built in accordance with blue prints and specifications furnished and to be attached hereto, marked Exhibit "A" and made a part hereof, for the sum of Four Hundred Forty-six and 73/100 Dollars ($446.73) each per car, delivered on the tracks of the Missouri, Kansas & Texas Railway Company at St. Louis, during the months of June and July, 1895, unless prevented by strikes, fires or other unavoidable causes, it being understood that the articles specified for these cars are as follows:

Inside metal roof, made by Chicago Car Roofing Co., Chicago, Ill.

Side doors, "Cloes" made by A. B. Pullman Co., Chicago.

Grain doors, made by McGuire Mfg. Co., Chicago, Ill.

Automatic Couplers "Little Giant", made by Buckeye Malleable Iron & Coupler Co., Columbus, Ohio.

Air brakes, made by New York Air Brake Co., Watertown, N. Y.

Rigid diamond truck bolsters, etc., made by Schoen Mfg. Co, Pittsburg, Penn.

Brake beams, Hollow inside hung, made by Chicago Railway Equipment Co., Chicago, Ill.

Side bearings, "The Kings Yielding", made by Vose & Cliffe Mfg. Co., No. 39 Courtlandt Street, New York, N. Y.

Oil Box Lids, National Malleable Castings Co., Cleveland O.

Paint—400 to be Sherwin-Williams Co., and 400 Burtis, Patterson, Sargent Co.

The second party is to furnish the springs and journal bearings.

It is further understood that the first four hundred (400) of said cars are to be all of one kind of paint.

The said cars are to be inspected and accepted at the works of the party of the first part by an authorized inspector of the party of the second part, who shall have access to the works at all reasonable times, and whose decisions shall be final.

Said inspector shall, when he accepts said cars, issue certificates that cars are inspected and accepted by him, and such certificates shall be final and conclusive evidence that cars are built in accordance with this contract and the blue prints and specifications attached hereto; and likewise if he rejects said cars, his rejections shall be final and conclusive, and the second party will not be required to take them.

Plates shall be placed upon each of the cars indicating the ownership thereof to be in the first party, which said plates shall remain thereon until formal title is passed to the party of the second part by the party of the first part.

The party of the second part, in consideration of the leasing, delivering and turning over of said cars, as per this agreement, agrees to pay the first party, or its assigns, for such cars, as follows:

A cash payment of Twenty-two Thousand, three hundred and eighty-four dollars, ($22,384.00), and to execute and deliver to said party of the first part its sixty (60) lease warrants, each for the sum of Five Thousand, five hundred and eighty-three and $\frac{33}{100}$ Dollars, ($5,583.33), bearing date of June 1st, 1895, and drawing six per cent. (6%) interest per annum, and payable on the first day of each consecutive month thereafter until the whole sixty lease warrants have been paid, the total sum of said sixty lease warrants being Three Hundred Thirty-five Thousand Dollars. ($335,000.00). Said lease warrants to be drawn in the following form.

St Louis. Mo., June 1st, 1895.

_____ after date the Missouri, Kansas & Texas Railway Company, for value received, promises to pay to the Missouri Car & Foundry Company, or order, for lease of Eight Hundred Box Cars, as per contract between the parties hereto of date May 23rd, 1895, at the Commerical Bank, St Louis,

Mo., Five Thousand Five Hundred Eighty-three and 33/100 Dollars, with interest from date at the rate of six per cent. per annum.

It is expressly understood by and between the parties hereto that the said cars are and shall remain the personal property of the said party of the first part, or its assigns, until the lease warrants hereinbefore specified, or any renewals thereof, shall have been fully paid, together with any interest that may accrue thereon.

In case of default in the payment of said lease warrants or any of them, the second party agrees, immediately on demand, to return such number of said cars as the first party shall deem necessary to the party of the first part, its officers or agents, at St. Louis, Mo., as the owners thereof, to be sold and disposed of in such time and manner as the first party, its officers or agents, may consider for the interest of the respective parties, applying the proceeds of such sale or sales as follows:

To the payment of the costs and expenses of the recovery, custody and disposition of said cars, and all charges incident thereto.

To pay any balance that may be due and owing upon said lease warrants or any of them, it being agreed that in case of default of the payment of any one of the said lease warrants, the same remaining in default for the period of thirty days, all of said lease warrants shall become due and payable at the expiration of said thirty days.

Any balance that may remain after the payment of said lease warrants, cost and expenses, is to be paid to the second party or its assigns.

And it is hereby further stipulated that in case the proceeds of said sale or sales shall prove insufficient to pay said lease warrants, costs and expenses, the second party shall pay and make good to the first party, or its assigns, the deficiency, whatever it may be, the second party remaining liable upon said lease warrants. It is further agreed that the first party, or its assigns, may, should default in the payment of said warrants or any of them be made, recover and take possession of said cars wherever the same may be found, and may for that purpose enter upon the said road and premises of the second party, the second party agreeing to furnish to the first party, or its assigns, all facilities and assistance in recovery of said cars the party of the first part may require.

The said party of the second part hereby agrees to keep the said cars insured for seventy-five per cent of their value, free of expense to said party of the first part, for the benefit of the first

party, or its assigns, to the extent of its interest in said cars, and assign said policies to the party of the first part until the conditions of the contract are complied with.

The said party of the second part further agrees to keep said cars in good order and complete repair, subject to the inspection and approval of the said party of the first part, or its assigns, and to pay all taxes becoming due thereon; and in the event of any of the said cars being destroyed, the said party of the second part hereby agrees to replace the same without expense to the party of the first part, and any failure to so repair said cars or to pay said taxes or to replace cars destroyed, continued for thirty days after demand therefor, shall entitle said party of the first part, or its assigns, to declare all of said unpaid warrants due, and to take immediate possession of so many of said cars as the party of the first part, or its assigns, shall deem necessary, and sell the same in the same manner as is hereinbefore provided in case of default in the payment of any of said lease warrants.

This lease shall be recorded in accordance with the laws of the states in which said party of the second part operates, at the expense of said party of the first part.

When all the lease warrants required to be executed by this agreement shall have been fully paid, the said cars shall become the absolute property of the second party and they shall be formally conveyed to the said party of the second part by said party of the first part.

The said lessor, its successor or assigns, shall have full power and authority to pledge or assign the whole or any portion of the said lease warrants that may be acquired under this agreement, and said warrants, when so pledged or assigned, shall still be covered by all the provisions of this agreement: and also to assign or pledge this agreement and all the rights, powers and remedies hereunder, from time to time, and on such terms and conditions as they may deem proper.

In case the lessor, its successors or assigns, shall at any time assign the said railroad equipment and this agreement of lease, then it shall be and become a contract between the assigns and the lessee, and the assigneee shall have and possess all the property, rights, powers and remedies which are now held under, possessed by, or belong to the lessor, and with the same effect as though this contract had been originally made by and between the assignees and the lessee.

This agreement shall be binding upon the parties hereto and their respective successors and assigns.

This contract is made in substitution and in cancellation of the previous contract between the parties hereto dated the 25th day of April, 1895, relating to said 800 box cars.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, the said Missouri Car & Foundry Company having hereunto caused its corporate name to be signed by its Vice-President and Acting-President, and its corporate seal to be affixed by its Secretary; and the said Missouri, Kansas & Texas Railway Company has hereunto caused its corporate name to be signed by its President, and its corporate seal to be affixed by its Secretary, on the day and year first above written.

MISSOURI CAR & FOUNDRY COMPANY,

By W. K. BIXBY,

SEAL

Vice-Pres't and Acting-Pres't

Attest:

MELVILLE SAWYER,

Acting Secretary,

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By H. C. ROUSE,

SEAL

President.

Attest:

C. G. HEDGE,

Secretary.

STATE OF MISSOURI, } ss:
CITY OF ST. LOUIS. }

On this twenty-third day of May, 1895, before me appeared William K Bixby, to me personally known, who being by me duly sworn did say that he is the Vice-President and Acting-President of the Missouri Car & Foundry Company, a manufacturing and business corporation of the State of Missouri, and that

the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said William K. Bixby acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, at my office in the City of St. Louis, Missouri, this twenty-third day of May, A. D., 1895. My term expires on the twenty-fifth day of August, 1897.

CHAPMAN S. CHARLOT,

SEAL

Notary Public, City of St. Louis, Mo.

STATE OF NEW YORK, }
COUNTY OF NEW YORK. } ss.

BE IT REMEMBERED, that on this 3rd day of June, A. D. 1895, before me, John J. Tierney, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, appeared and came Henry C. Rouse, to me personally known, who, being by me duly sworn, did say that he is the President of the Missouri, Kansas and Texas Railway Company, a railroad corporation organized under the laws of the State of Kansas, and that the seal affixed to said foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Henry C. Rouse acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my notarial seal, at my office in the County of New York, State of New York, the day and year last above written. My term expires on the 30th day of March, 1896.

JOHN J. TIERNEY,

SEAL

Notary Public, Kings County,
Certificate filed in New York Co. N. Y.

Kansas City Union Depot

Agreement

—OF—

July 29th, 1895,

—BETWEEN—

Union Depot Company,

AND

Missouri, Kansas & Texas Railway Company.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Union Depot Company,

AND

Missouri, Kansas & Texas Railway Company,

For use of Union Depot, Kansas City, Mo.

DATE: July 29th, 1895.

PERIOD: 50 years from June 1st, 1876,

EXPIRES: June 1st, 1926.

TERMS: Rental, one-eleventh of 10% per annum on cost of Union Depot and appurtenances, maximum rental, $3,840 per annum.

Proportionate charge of cost of maintenance and operation.

Monthly settlements.

This Agreement, made this 29th day of July, A. D. 1895, by and between the UNION DEPOT COMPANY, a corporation created and existing under the laws of the State of Missouri, party of the first part, and the MISSOURI, KANSAS & TEXAS RAILWAY COMPANY, a corporation created and existing under the laws of the State of Kansas, party of the second part;

WITNESSETH:—

WHEREAS, on the 1st day of June, 1876, a certain contract was made bearing date on that day between said party of the first part and the Hannibal & St. Joseph Railroad Company, the Missouri Pacific Railway Company, St. Louis, Kansas City & Northern Railway Company, Kansas Pacific Railway Company, Kansas City, St. Joseph & Council Bluffs Railroad Company, Missouri River, Fort Scott & Gulf Railroad Company and the Atchison, Topeka & Santa Fe Railroad Company, which is in the words and figures following, to-wit:

"*THIS AGREEMENT*, made and entered into this first day of June, A. D. 1876, by and between the Union Depot Company of Kansas City, Mo., party of the first part, and the Hannibal & St. Joseph Railroad Company, the Missouri Pacific Railway Company, the St. Louis, Kansas City & Northern Railway Company, the Kansas Pacific Railway Company, the Kansas City, St. Joseph & Council Bluffs Railroad Company, the Missouri River, Fort Scott & Gulf Railroad Company, and the Atchison, Topeka & Santa Fe Railroad Company, party of the second part;

WITNESSETH:—

WHEREAS, the respective railroads of the several parties of the second part terminate at or run into and through Kansas City, Missouri, and in order to prevent unnecessary expense, inconvenience and loss attending the accumulation of a number of stations, and in order to facilitate the public convenience and safety in the transmission of passengers and baggage from one of said railroads to another, a necessity has arisen for the construction and maintenance of a Union Depot in said City, from and to which the passenger trains of all railroads entering or terminating at Kansas City may run. And,

WHEREAS, the party of the first part has become incorporated and organized under the laws of the State of Missouri, for the purpose of erecting, maintaining and operating a Union Passenger Depot in said city, and proposes to erect upon the site of the present Union Depot one of sufficient capacity to accommodate the business of the railroads of the several parties of the second part, and the several parties of the second part desire and have agreed to rent and occupy the same when completed. And,

WHEREAS, for the protection of the parties hereto it is important that the rights, duties and liabilities of each in regard to the whole subject matter of said depot, its appurtenances, use, care, control, rental, taxes, expenses, renewals and repairs shall be stated and defined.

NOW THEREFORE, in consideration of the premises, it is mutually agreed by and between said party of the first part and the several parties of the second part, each of said railroad companies acting for itself and independently, as follows:

First.—That said party of the first part shall proceed with all reasonable dispatch to acquire by purchase, lease or otherwise, all necessary grounds upon the site of the present Union Depot and adjoining thereto, on which to erect said depot building and appurtenances, and all necessary grounds for switching, siding, storing, &c., and to erect and construct said depot building and appurtenances, yards, tracks, &c., and prepare the same for use.

Second.—The form, character and cost of the building to be erected by said party of the first part shall be subject to the Governing Board hereinafter provided for, or a majority thereof.

Third.—Said several railroad companies, parties of the second part, hereby agree to pay to said party of the first part for the use of said depot an annual rental amounting to ten (10) per cent. interest on the total ascertained outlay for actual cost of said depot, including grounds, buildings, tracks, siding, switch yards, connections and all needful appurtenances, and in addition thereto the expenses of maintaining and operating the same, and of all repairs thereto and all taxes; provided that said rental, exclusive of taxes and all current expenses in maintaining said depot and appurtenances shall not exceed thirty-eight hundred and forty dollars ($3840.) per annum from any one of said several railroad companies, parties hereto. Provided also that the total outlay for and cost of said depot and appurtenances, except with the written consent of the said several railroad companies, parties

hereto, shall not exceed the sum of two hundred and fifty thousand dollars, ($250,000.) And provided further that all rentals for use of said depot and appurtenances derived from railroad companies, not parties hereto, and all rentals and receipts for use of said depot or appurtenances from any source whatever, shall be applied as a credit upon and in reduction of the amount so as aforesaid to be paid as a rental by the several railroad companies, parties hereto.

Fourth.—The amount of rental to be paid by any other railroad company not party hereto, or by any other party for use of said depot or appurtenances shall be subject to the approval of the Governing Board hereinafter provided for.

Fifth.—Each of the several railroad companies, parties hereto, shall be assessed by the said party of the first part monthly for its proportion of said rental, and shall pay the same not later than the 15th day of the month succeeding that for which such assessment is made. Such payments shall be made by drafts drawn by the Treasurer of said party of the first part upon the several railroad companies, parties hereto, and any failure on the part of any one of said railroad companies to pay its assessment as aforesaid, shall, at the option of the said party of the first part, be deemed a forfeiture of the right of said railroad company to the use of said depot.

Sixth.—The railroad companies, parties hereto, shall appoint a Governing Board, of which one member shall be appointed by each of said companies.

Seventh.—The management of the depot, so far as it relates to passenger service therein, and upon the grounds and tracks belonging thereto, shall be in charge of a Superintendent, who, together with a Ticket Agent and Baggage Master, shall be appointed by the Union Depot Company, subject to the approval of the said Governing Board, and who shall be removed by said Union Depot Company on the written request of two or more members of said Governing Board, who shall not be required to assign any reasons for said removal. Said Superintendent, Ticket Agent and Baggage Master shall, in the performance of their duties connected with the passenger service, be governed by such regulations as may from time to time be established by said Governing Board and approved by the President of the Union Depot Company.

Eighth.—The salaries of said Superintendent, Ticket Agent and Baggage Master shall be fixed by said party of the first part,

subject to the approval of said Governing Board, and the compensation of other agents and employees shall not be higher than is paid by railroad companies in the vicinity for similar services.

Ninth.—The Union Depot shall be used by said railroad companies, parties hereto, for all their passenger trains destined for or departing from Kansas City, and all railroad companies using said depot shall run all their passenger trains to and from said depot, unless otherwise expressly permitted by said Governing Board.

Tenth.—The said party of the first part shall at all times keep and maintain said depot, its grounds, yards, tracks, switches and all appurtenances in good order and repair, and shall protect its depot buildings and improvements by adequate insurance against loss by fire; and the cost of such insurance shall be considered a part of the current expenses of maintaining and operating said depot.

Eleventh.—In ascertaining the actual cost of said depot and appurtenances as herein provided, interest at ten per cent. per annum in semi-annual installments on all disbursements therefor, from the time when made to the period when payments of rental shall commence, shall be considered part of said outlay for actual cost and shall be so estimated.

Twelfth.—Payments as herein provided shall commence as soon as said depot is ready for use and the connection tracks are completed.

Thirteenth.—The railroad companies, parties hereto, shall have the right at any time after fifteen (15) years from the date hereof, to purchase from said party of the first part said depot and the grounds and property therewith connected on payment of the cost price thereof ascertained and authorized as aforesaid.

Fourteenth.—It is further agreed that the several covenants, conditions and stipulations herein contained shall be mutually binding upon the respective parties hereto, their successors and assigns, for the term of fifty (50) years from and after the time when said depot shall be completed and ready for use and occupation, as aforesaid, unless this contract shall be sooner determined by reason of any of the provisions hereinbefore or hereinafter contained.

Fifteenth.—It is further mutually agreed that if said depot building so to be constructed shall be destroyed, or be so injured by fire or any other cause as to render the same untenantable and

unfit for occupation for the purposes aforesaid, said parties of the second part shall not be liable or bound to pay rent to said party of the first part after such destruction or injury, unless said depot shall be rebuilt or repaired within six months after such destruction or injury. And if said party of the first part shall not within thirty days notify said parties of the second part in writing of its intention to rebuild or repair said depot, or if the same is not so rebuilt or repaired within six months from and after such destruction and injury, then said parties of the second part may, at their option, thereupon quit and surrender possession of said premises and this contract shall thereupon be determined.

Sixteenth.—It is further expressly understood and agreed that all of the aforesaid covenants and agreements on the part of said parties of the second part to be performed are several and not joint, and in no event shall either of said several railroad companies party of the second part be liable for any default of any of the others, or for more than its one-seventh of the amount hereinbefore agreed to be paid by said party of the second part.

IN WITNESS WHEREOF, the respective parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by their respective Presidents, and attested by their Secretaries respectively the day and year first above written.

KANSAS PACIFIC RAILWAY,

[SEAL.] By ADOLPHUS MEIER,

Attest: Vice-President.

D. M. EDGERTON,

Secretary.

ST. LOUIS, KANSAS CITY & NORTHERN RAILWAY COMPANY,

[SEAL.] By B. W. LEWIS, JR.,

Attest: President.

JAMES F. HOW,

Secretary.

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY,

[SEAL.] By N. THAYER,

Attest: President.

CHAS. MERRIAM,

Secretary.

MISSOURI RIVER, FORT SCOTT & GULF RAILROAD COMPANY,

[SEAL.] By H. H. HUNNEWELL,

Attest: President.

CHAS. MERRIAM,

Secretary.

ATCHISON, TOPEKA & SANTA FE RAILROAD CO.

[SEAL.] By THOS. NICKERSON,

Attest: President.

E. WILDER,

Secretary.

HANNIBAL & ST. JOSEPH RAILROAD COMPANY,

[SEAL.] By WM. H. NEILSON,

Attest: President.

J. A. HILTON,

Secretary.

MISSOURI PACIFIC RAILWAY COMPANY,

[SEAL.] By C. K. GARRISON,

Attest: President.

C. L. WHITE,

Secretary.

UNION DEPOT COMPANY,

[SEAL.] By GEO. H. NETTLETON,

Attest: President.

WALLACE PRATT,

Secretary."

AND WHEREAS, on the first day of February, 1879, a certain other contract was made bearing date on that day, between said party of the first part and the Chicago & Alton Railroad Company, which said last named contract, after reciting at length the contract so as aforesaid, made on the first day of June, 1876, and hereinbefore copied, provided, as follows:

"*AND WHEREAS*, said party of the second part hereto is desirous of becoming a tenant of said party of the first part upon the same terms and conditions as those contained in said contract, and assuming the same obligations, and being entitled to the same benefits and advantages as those assumed and enjoyed by the seven railroad companies, parties thereto;

NOW, THEREFORE, This Agreement Witnesseth, that the said party of the second part in consideration of the premises, shall, from the date hereof until the expiration of the said contract hereinbefore set forth be entitled to all the benefits and advantages conferred by said contract upon said seven railroad companies as fully and completely as though it were an original party thereto.

And in consideration aforesaid the party of the second part hereby assumes and agrees from and after the date hereof to carry out all the obligations imposed by said contract upon each of said seven railroad companies, save and except that from and after the date hereof and during the continuance of said contract, each of the parties of the second part thereto, and the party of the second part hereto shall be liable for only one-eighth of the rental in and by said contract imposed.

IN WITNESS WHEREOF, the respective parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by their respective Presidents and attested by their Secretaries respectively, the day and year first above written.

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UNION DEPOT COMPANY,

[SEAL.] By GEO. H. NETTLETON,

Attest: President.

W. J. FERRY,

Secretary.

THE CHICAGO & ALTON RAILROAD COMPANY,

[SEAL.] By T. B. BLACKSTONE,

Attest: President.

W. A. LARRABEE,

Secretary."

AND WHEREAS, afterwards and on the first day of January, 1880, a certain other contract was made bearing date on that day, between said party of the first part and the Chicago, Rock Island & Pacific Railway Company, which said last named contract, after reciting the contract so as aforesaid, made on the first day of June, 1876, and the one so made on the first day of February, 1879, and both of which are hereinbefore copied, provided, as follows:

"*AND WHEREAS*, said party of the second part hereto is desirous of becoming a tenant of said party of the first part upon the same terms and conditions as those contained in the two contracts hereinbefore recited and described, and by assuming the same obligations and being entitled to the same benefits and advantages as those assumed and enjoyed by the eight railroad companies, parties thereto.

NOW, THEREFORE, This Agreement Witnesseth that the said party of the second part in consideration of the premises shall, from the date hereof until the expiration of the said contracts hereinbefore set forth, be entitled to all the benefits conferred thereby upon the said eight railroad companies as fully and completely as though it were an original party thereto.

And in consideration aforesaid, the said party of the second part hereby assumes and agrees from and after the date hereof to carry out all the obligations imposed by said contracts upon each of the said eight railroad companies, save and except that from and

after the date hereof and during the continuance of said contracts, each of the parties of the second part thereto, and the party of the second part hereto, shall be liable for only one-ninth of the rental in and by said original contract of date of June first, 1876, imposed.

IN WITNESS WHEREOF, the respective parties hereto have caused their corporate seals to be hereto affixed, and these presents to be signed by their respective Presidents and attested by their Secretaries respectively, the day and year first above written.

UNION DEPOT COMPANY,

[SEAL.] By GEO. H. NETTLETON,

Attest: President.

W. J. FERRY,

Secretary.

THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY,

[SEAL.] By R. R. CABLE,

Attest: Vice-President.

C. F. JILSON,

Asst. Secretary. "

AND WHEREAS, afterwards and on the 23rd day of April, 1887, a certain other contract was made bearing date on that day, between said party of the first part and The Southern Kansas Railway Company, which said last named contract, after reciting the contract so as aforesaid, made on the first day of June, 1876, the one so as aforesaid, made on the first day of February, 1879, and the one so as aforesaid, made on the first day of January, 1880, all of which are hereinbefore copied, provided, as follows:

"*AND WHEREAS*, said party of the second part hereto did as of September 1st, 1885, become a tenant of said party of the first part upon the same terms and conditions as those contained in the three contracts herein recited and described, and did assume

the same obligations and enjoy the same benefits and advantages as those assumed and enjoyed by the nine railroad companies, parties thereto, and is desirous of continuing in such relationship.

NOW THEREFORE, This Agreement Witnesseth, that the said party of the second part, in consideration of the premises, shall, from the date hereof until the expiration of the said contracts hereinbefore set forth, be entitled to all the benefits conferred thereby upon the said nine railroad companies as fully and completely as though it were an original party thereto.

And in consideration aforesaid, the said party of the second part hereby assumes and agrees from and after the date hereof to carry out all of the obligations imposed by said contracts upon each of the said nine railroad companies, save and except that from and after the date hereof, and during the continuance of said above described contracts, each of the parties of the second part thereto shall be liable for only one-tenth of the rental in and by said original contract of date of June first, 1876, imposed.

IN WITNESS WHEREOF, the first party hereto has caused these presents to be signed by its President, and the second party has caused the same to be signed by its First Vice-President, and said parties respectively have caused their corporate seals to be hereunto affixed attested by their respective secretaries the day and year first above written.

UNION DEPOT COMPANY,

[SEAL.] By GEO. H. NETTLETON,

Attest. President.

W. J. FERRY,

Secretary.

THE SOUTHERN KANSAS RAILWAY COMPANY,

[SEAL.] By C. W. SMITH,

Attest: First Vice-President.

E. WILDER,

Secretary."

AND WHEREAS, said party of the second part hereto is desirous of becoming a tenant of said party of the first part upon the same terms and conditions as those contained in the four contracts hereinbefore recited and described, and by assuming the same obligations and being entitled to the same benefits and advantages as those assumed and enjoyed by the ten railroad companies parties thereto.

NOW THEREFORE, This Agreement Witnesseth, that the said party of the second part, in consideration of the premises, shall from and after the date hereof until the expiration of said contracts hereinbefore set forth, be entitled to all the benefits conferred thereby upon the said ten railroad companies as fully and completely as though it were an original party thereto.

And in consideration aforesaid the said party of the second part hereby assumes and agrees from and after the date hereof to carry out all of the obligations imposed by said contracts upon each of said ten railroad companies, save and except, that from and after the date hereof, and during the continuance of said above described contracts, each of the parties of the second part thereto and the party of the second part hereto shall be liable for only one-eleventh (1-11) of the rental in and by said original contract of date of June 1st, 1876, imposed.

IN WITNESS WHEREOF, the respective parties hereto have caused their corporate seals to be hereto affixed, and these presents to be signed by their respective presidents and attested by their secretaries respectively, the day and year first above written.

UNION DEPOT COMPANY,

[SEAL.] By GEO. H. NETTLETON,

Attest: President.

W. J. FERRY,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

[SEAL.] By H. C. ROUSE,

Attest: President.

C. G. HEDGE,

Secretary.

Operating Agreement

—OF—

November 19th, 1895.

—BETWEEN—

The Galveston, Houston & Henderson Railroad Company of 1882

AND

The Missouri, Kansas & Texas Railway Company of Texas.

SYNOPSIS

OF

AGREEMENT

BETWEEN

Galveston, Houston & Henderson Railroad Co. of 1882,

AND

The Missouri, Kansas & Texas Railway Co. of Texas,

Covering joint use of the Galveston, Houston & Henderson Railroad and terminals, by the Missouri, Kansas & Texas Railway Company of Texas, and the International & Great Northern Railroad Company, on equal terms.

DATE: November 19th, 1895.

PERIOD: 40 years.

EXPIRES: November 19th, 1935.

TERMS: Annual Rental $62,000, payable $1,000 monthly to Galveston Company, and $25,000 semi-annually, April 1st, and October 1st, to Mercantile Trust Company.

Actual cost of transporting Texas Company trains, including interest at 6 per cent. per annum on cost of engines, and cost of repairs to same.

Proportional charge for maintenance and operation of the Galveston Railroad, according to use.

Proportional charge for maintenance and operation of freight terminals at Galveston and Houston, according to use.

Local traffic between Galveston and Houston to be divided equally between Texas Company and International & Great Northern Railroad Company.

These Articles of Agreement, made and concluded this 19th day of November, 1895, by and between the GALVESTON, HOUSTON AND HENDERSON RAILROAD COMPANY of 1882, a corporation organized and existing under the general and special laws of the State of Texas, and hereinafter called the Galveston Company, party of the first part, and the MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY OF TEXAS, a corporation organized and existing under the laws of the State of Texas, and hereinafter called the Texas Company, party of the second part,

WITNESSETH:

WHEREAS, the said Galveston Company is the owner of a line of railroad extending from Galveston, in Galveston County, to Houston, in Harris County, in the State of Texas, including a railroad bridge across the Galveston Bay, together with the rights of way, side tracks, stations, station grounds, station houses and depots and other appurtenances, and including freight houses, yards and terminal properties in the said Cities of Galveston and Houston.

AND WHEREAS, the said Texas Company is the owner of a line of railroad in the State of Texas connecting with and intersecting the railroad of the said Galveston Company at said City of Houston.

AND WHEREAS, the said Texas Company is desirous of having the said Galveston Company, at all reasonable times and for a reasonable compensation, receive, transport and draw over the railroad of the said Galveston Company and deliver at their destination and handle and care for while on its railroad or appurtenant properties the passengers, merchandise, tonnage and cars, loaded or empty, of the said Texas Company without delay or discrimination;

AND WHEREAS, the said Galveston Company, upon the terms herein provided, is willing to undertake and assume the obligation to receive, transport and draw over the road of said Galveston Company, and deliver at their destination and handle and care for while on said railroad and its appurtenant properties, the passengers, merchandise, tonnage and cars, loaded or empty, of said Texas Company without delay or discrimination;

NOW, in consideration of the premises and of the mutual covenants hereinafter contained, and in further consideration of the sum of one dollar by each of the parties hereto to the other in hand paid, the parties hereto do covenant and agree to and with each other as follows:

ARTICLE I.

The Galveston Company hereby agrees, during the period of this agreement, to receive at all reasonable times and to draw and transport over its road between the Cities of Houston and Galveston, without delay or discrimination, all passengers, merchandise, tonnage and cars, loaded or empty, of the said Texas Company, and which shall be tendered by the said Texas Company to the said Galveston Company either at the City of Galveston or at the City of Houston or at any of the intermediate points between said cities on the line of road of said Galveston Company; and the said Galveston Company shall, upon demand of the said Texas Company, and when required by said Texas Company, transport and draw over its said railroad the cars empty or loaded of said Texas Company in separate trains. The said Galveston Company further agrees to receive and deliver such passengers, freight, merchandise, tonnage and cars of the said Texas Company at the stations, depots, side tracks, yards and freight houses of the said Galveston Company, and keep and care for the same on its main tracks or side tracks and in its yards and at its terminals in the Cities of Galveston and Houston, and at intermediate stations between said cities in the same way and to the same extent that it receives and delivers, keeps and cares for or should receive and deliver, keep and care for its own cars and the passengers, freight, merchandise and tonnage moved in its own cars.

ARTICLE II.

For and in consideration of the receiving, delivering, keeping, caring for and transporting of the passengers, merchandise, tonnage and cars of the Texas Company by the Galveston Company, as provided in Article I. hereof, the said Texas Company agrees to pay to the said Galveston Company as follows:

Section 1.—As fixed compensation for the services to be rendered by the said Galveston Company and for the uses of its railroad and appurtenant properties in connection therewith as herein provided, the said Texas Company shall pay the said Galveston Company the sum of sixty-two thousand dollars per

annum, twelve thousand dollars of which shall be paid in equal monthly installments of one thousand dollars on the 10th day of each month, and the remaining fifty thousand dollars of the above amount shall be paid by the Texas Company to the Mercantile Trust Company, Trustee of the first mortgage of the said Galveston Company or to its successor in said trust, in two semi-annual installments of twenty-five thousand dollars each not later than dates preceding the first days of April and October, respectively, in each year, which sums so to be paid to said Mercantile Trust Company shall be applied by that company to the payment of one-half of the semi-annual interest on said First Mortgage bonds falling due respectively on the 1st days of April and October in each year, commencing with the 1st day of April, 1896, provided, however, that if during the period of this agreement the said First Mortgage bonds shall be funded into other bonds secured by a re-funding mortgage, then in that event the said Texas Company is to pay the said $25,000 semi-annual payments hereinbefore referred to or so much thereof as may be necessary to the Trustee of said refunding Mortgage to be applied by such Trustee to the payment of one-half of the interest on said re-funded bonds as the said interest shall from time to time become due, and if there should be a surplus not necessary to be applied to said interest payments on said re-funded bonds, then said surplus shall be paid over to said Galveston Company.

Section 2.—Said Texas Company shall further pay the actual cost of the Galveston Company for train services in hauling and transporting the separate trains of the said Texas Company under this agreement, including interest at the rate of six per cent. per annum on the cost of the Galveston Company's engines, used in such transportation, during the time they are so engaged, and also the cost of repairs on such engines made necessary by use in such service.

Section 3.—The Texas Company further agrees to pay to the Galveston Company what shall be known as "Proportional Charge for Maintenance and Operation of Freight Terminals at Galveston and Houston," and the sums to be paid under this head by said Texas Company shall be ascertained and determined in the following manner:

All amounts disbursed by the Galveston Company during the last preceding calendar month for or on account of the cost or expense of handling and conducting the freight traffic on said freight terminals in the cities of Galveston and Houston, and all amounts disbursed by the Galveston Company during said month

for or on account of the cost and expense of superintending, maintaining, caring for, protecting and operating the said freight terminals for freight purposes, and including the insurance thereof, shall be charged to the cost of maintenance and operation of freight terminals The Texas Company shall pay that proportion of the cost of labor required to handle freight through freight houses of said freight terminals in said cities of Galveston and Houston which the number of tons of freight handled through said freight houses during any one calendar month for the said Texas Company shall bear to the whole number of tons of freight handled through said freight houses during said month; and the Texas Company shall further pay that proportion of all other charges chargeable to maintenance and operation of freight terminals and the handling of freight thereon which the number of freight cars handled on said freight terminals for the said Texas Company shall bear to the whole number of freight cars handled upon said freight terminals in said month for freight purposes.

Section 4.—The Texas Company further agrees to pay the Galveston Company what shall be known as "Proportional Charge for Maintenance and Operation of the Galveston Railroad" including bridges, side and passing tracks and switches. As part of the maintenance of the said Galveston Railroad is to be charged the amount of taxes and cost of insurance, renewals and repairs on said railroad and property and appurtenances. All items of expense connected with the operation or maintenance of said railroad, and not provided for in Sections 2 and 3 of this Article, except the expense of operating the trains of the Galveston Company not doing any business for the Texas Company, shall be charged to maintenance and operation account, and the proportion thereof which the said Texas Company is to pay shall be determined on what is known as the "Wheelage Basis," of which the Texas Company is to pay its proportion monthly, according to use; that is to say, the sums to be paid monthly by the Texas Company on account of operation and maintenance of said Galveston Railroad, as herein defined, shall bear the same proportion to the total amount disbursed by the Galveston Company during any calendar month, for and on account of such maintenance and operation as the number of wheels per mile that the Texas Company shall have transported on or over the Galveston Railroad shall bear to the total number of wheels per mile run upon or over the said railroad during the said month by the parties using the same.

Section 5.—It is further understood and agreed that during the period of this agreement the said Galveston Company shall maintain and operate its railway and appurtenant properties covered by this agreement, including its freight terminals and freight houses fully equal to the standard of maintenance and operation of the first-class railways in the State of Texas.

ARTICLE III.

On or before the 10th day of each month, after this agreement takes effect, the said Galveston Company shall render to the Texas Company a true statement showing the cost of the train service provided for in Section 2, Article II. hereto, for the preceding calendar month, and amount due therefor from the Texas Company; and shall also render to the Texas Company true statements showing the whole number of tons of freight handled through the freight houses of the said freight terminals in Galveston and Houston during the preceding calendar months, and the number of tons so handled for the Texas Company; and also showing the total number of freight cars handled upon or over the said freight terminals in the Cities of Galveston and Houston during the preceding calendar month, and the number of freight cars so handled for the said Texas Company, and the amount due from it as its proportion of the charges to be paid by it as hereinbefore in Section 3 of Article II. stipulated, and at the same time the Galveston Company shall also render to the Texas Company a true statement showing the number of wheels run by said Texas Company upon or over the tracks of said Galveston Company during the last preceding calendar month, and the mileage thereof, and the total number of wheels so run and the mileage thereof, and the amount due from the Texas Company as its proportion of the charges to be paid by it, as hereinbefore stipulated in Section 4 of Article II. The Texas Company agrees to pay to the Galveston Company within thirty days thereafter the full amounts due it, as shown by the accounts to be rendered, as hereinabove provided.

ARTICLE IV.

If the said Texas Company shall fail to meet any of the payments provided for in this agreement for the period of sixty days after the same shall become due and payable, then, and in any such case, this agreement shall, at the option of the said Galveston Company, be immediately terminated and be null and

void, and the said Galveston Company may, upon notice of five days, remove and exclude the trains and cars of the said Texas Company from the said Galveston railroad, and every part thereof.

If the said Galveston Company shall fail to carry out the provisions of this agreement on its part, then and in such case, at the option of said Texas Company, said agreement may be immediately terminated and be null and void, and the said Texas Company may, upon notice of five days, remove its trains and cars from the said Galveston Railroad.

It is further understood and agreed that it is within the contemplation of the parties hereto that the obligations of the said Galveston Company hereunder may be specifically enforced by the Courts.

ARTICLE V.

It is further understood and agreed between the parties hereto that the separate trains of the Texas Company, provided for herein, may be drawn by its own engines and operated by its own train crews and at its own expense while on said Galveston Railroad, but they are, in entering upon and leaving and while on said joint tracks, to be subject in their movements to the control and orders of the Galveston Company, which shall see that they are moved with proper despatch without any discrimination, and with equal rights of other engines and trains whether of the Galveston Company or others.

The Galveston Company shall provide reasonable rules and regulations governing the movement of all trains, and providing that the engines and trains of the Texas Company shall have equal and impartial treatment in all respects with the trains of the Galveston Company or others on said Galveston Railroad.

Passenger trains on said Galveston Railroad shall have preference over freight or other trains such as is usual and customary on first-class railroads.

ARTICLE VI.

Local traffic on said Galveston Railroad is understood and defined by the parties hereto to be all the traffic between intermediate points on said Galveston road, and all traffic between Galveston and Houston and intermediate points on said Galveston road not having its origin or destination either on or over the railroad of the Texas Company or of the International and Great

Northern Railroad Company or their connecting lines and all such local traffic is reserved to the Galveston Company.

The Galveston Company reserves the right to require of the Texas Company any part of the local traffic of the Galveston Company as hereinbefore defined to be carried on the trains of the Texas Company, allowing reasonable compensation therefor to the Texas Company.

And whereas, the said Galveston Company has contemporaneously with the execution and delivery of this contract executed a substantial counterpart hereof with the International and Great Northern Railroad Company, the railroad of which connects and intersects with the Galveston Company's railroad at Houston; it is further understood and agreed that should the Galveston Company at any time determine to require any part of its local traffic as herein defined to be hauled upon other than its own trains, then, in that event, such local traffic so moved on other trains than those of the Galveston Company, shall be divided as nearly as may be equally between the said Texas Company and said International and Great Northern Company to the end that the said Texas Company and said International and Great Northern Railroad Company shall share equally as may be the benefits and burdens of such local traffic.

It is further understood and agreed that in the event the Galveston Company, in carrying out this agreement and the counterpart agreement with the International and Great Northern Railroad Company and in operating its railroad, shall need additional engines and cars than those which it now has, then the said Galveston Company shall secure such engines and cars equally, as near as may be, from said Texas Company and said International Company, provided, however, that nothing herein contained shall prevent the said Galveston Company from securing such engines and cars from other sources; the purpose and intent of the parties hereto being that in furnishing such cars and engines preference shall not be given to either the said Texas Company or the said International Company, but both be treated equally and impartially.

ARTICLE VII.

In all cases of injury, loss or damage arising in the use of the freight terminals of the Galveston Company at Houston and Galveston under this agreement, the cost and expense thereof shall be paid by the Galveston Company, and charged to the "Maintenance and operation of Freight Terminals at Galveston and

Houston," provided for in Section 3 of Article II. hereof, and each party shall pay its proportion thereof on a car basis as other operating expenses, unless such injury, loss or damage shall grow out of the handling of freight through the freight houses, in which case each party shall pay its proportion of the cost and expenses thereof on a tonnage basis, as in said Section 3, Article II., provided for the division of expense of handling freight through said freight houses.

In all cases of injury, loss or damage arising in the use of said Galveston Railroad under this agreement, except as hereinabove in this Article provided, the cost and expense thereof shall go into the account for "Maintenance and Operation of the Galveston Railroad," as operating expenses provided for in Section 4 of Article II. hereof: *Provided*, however, that all losses, injuries and damages arising exclusively through the fault of the Texas Company while operating its own trains shall be borne by the Texas Company; and provided further, that all losses, injuries and damages arising exclusively through the fault of the Galveston Company in operating the trains of the Galveston Company not doing any business for the Texas Company, shall be borne by the Galveston Company.

And if either party hereto shall at any time pay or be compelled to pay any sum or sums for which the other party is liable in whole or in part, such other party hereto agrees to fully indemnify and reimburse to it such sum or sums and all expense, loss and costs therein or connected therewith.

ARTICLE VIII.

The Texas Company reserves the right at its own expense to appoint its own agents and provide for selling the tickets and doing the billing relating to its own business.

It is, however, agreed and understood that so far as practicable the said Texas Company and said Galveston Company shall use joint agents. When joint agents are used they shall be paid by the Galveston Company and charged to the respective operating accounts in this agreement hereinbefore provided for.

ARTICLE IX.

If at any time any controversy shall arise respecting the rights or duties of either party under this agreement, or under the rules which may be adopted by the Galveston Company in the carrying

on of the business of its railroad, and such controversy cannot be amicably adjusted, then the same shall be referred to three competent disinterested arbitrators, one of whom shall be chosen by each party to the dispute, and the third by the two thus chosen. The party desiring the arbitration shall give written notice of the same to the other party, setting forth therein the point or points in dispute, and shall name the person selected by such party to act as arbitrator. In the event that the party upon whom such notice shall be served shall not within thirty days after such service name a second disinterested person to arbitrate it in its behalf, the party serving such notice shall select a second arbitrator, and the two so chosen shall select a third. The arbitrators thus chosen shall proceed at once to hear and determine the matters submitted to them, and shall give to each of the parties to the controversy notice of not less than ten days of the date and place of hearing, and at the time and place appointed shall proceed with the hearing unless for good cause, of which the arbitrators shall be the sole judges, it shall be postponed. The determination of the arbitrators, or of a majority of them, made in writing shall be final and conclusive upon the parties.

ARTICLE X.

Nothing herein contained is intended to in any way preclude the said Galveston Company from hauling or transporting passengers, merchandise, tonnage and cars of other railroad companies upon such terms as may be lawfully agreed upon between said Galveston Company and said other Railroad Companies.

ARTICLE XI.

This contract shall beeome effective and binding upon the parties upon the signing and delivering hereof and the approval of the same by the Railroad Commission of Texas, and shall continue in force thereafter for a period of forty years.

Executed in two duplicate originals, each complete and both to serve as one.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their corporate names to be signed by their respective Presidents or Vice-Presidents and their respective corporate seals duly attested to be hereto affixed the day and year first above mentioned.

GALVESTON, HOUSTON & HENDERSON RAILROAD COMPANY OF 1882.

[SEAL] By R. B. BAER,

Attest: Vice-President.

A. A. VANALSTYNE,

Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY OF TEXAS.

[SEAL] By H. C. ROUSE,

Attest: President.

J. F. DALEY,

Secretary.

The foregoing contract between the Galveston, Houston & Henderson Railroad Company of 1882, and the Missouri, Kansas & Texas Railway Company of Texas, dated November 19th, 1895, having been this 3rd day of December, 1895, submitted to the Railroad Commission of Texas, is hereby approved by Commission.

JOHN H. REAGAN, Chairman.

Attest: L. J. STOREY, N. A. STEDMAN, } Commissioners

J. J. ARTHUR,

Secretary

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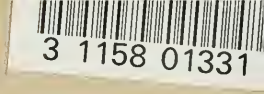
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